

**Hampton Bays Water District
Installation of Water Mains & Appurtenances
Springville Road, Ponquogue Ave., Nautilus Drive,
Washington Ave., Mill Race and Rampasture Roads
(The Springville System Project)**

Hampton Bays

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**

JUNE 2012

**SEALED BIDS DUE IN TOWN CLERKS OFFICE,
116 HAMPTON ROAD, SOUTHAMPTON ON OR
BEFORE 2:00 PM ON June 13, 2012**

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**

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SPRINGVILLE ROAD, PONQUOGUE AVE., NAUTILUS DRIVE,
WASHINGTON AVE., MILL RACE AND RAMPASTURE ROADS
(THE SPRINGVILLE SYSTEM PROJECT)**

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RESOLVED, per the request of the **HAMPTON BAYS WATER DISTRICT**, the Town Clerk of the Town of Southampton be and hereby is authorized and directed to advertise for public bid the following:

NOTICE TO BIDDERS

PLEASE TAKE NOTICE, that sealed bids will be received by the Town Clerk of the Town of Southampton, at Southampton Town Hall, 116 Hampton Road, Southampton, New York, on June 13, 2012 at 2:00 p.m., prevailing time, where they will be publicly opened and read aloud, for:

**INSTALLATION OF WATER MAINS & APPURTENANCES–
SPRINGVILLE ROAD, PONQUOGUE AVE., NAUTILUS DRIVE,
WASHINGTON AVE., MILL RACE AND RAMPASTURE ROADS
(THE SPRINGVILLE SYSTEM PROJECT)**

Specifications are available beginning on Thursday, May 31, 2012 at 8:30 a.m. online at www.southamptontownny.gov/TownClerk or in person at the Town Clerk's Office, 116 Hampton Road, Southampton between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, (except Holidays). These specifications have met with the approval of the Office of Contracts Administration.

Bidders interested in this project are **REQUIRED** to visit www.labor.state.ny.us, wage schedules & updates, original wage schedule, search for your original wage schedule and enter the **PRC#201200448** to view the original prevailing wage schedule. Employees under this title must be paid the wage rate(s) indicated on this schedule. The winning vendor(s) will be provided an original wage schedule with their contract.

A refundable bid deposit of \$50.00, payable by check or money order only, will be required for each copy of the plans, specifications, and contract documents.

Each bidder must provide with its bid a certified check equal to five (5) percent of his/her total bid payable to the order of the Town of Southampton, or a bond with sufficient sureties, acceptable to the Town of Southampton, in the sum of five (5) percent of the bid. All checks or bonds shall be returned except to the successful bidder, whose security shall be held until contract security is provided, according to the requirements set forth in the bid package.

Each proposal must be submitted in a sealed envelope clearly marked " **THE SPRINGVILLE SYSTEM PROJECT.**" Bidders must comply with all Federal, State, and local laws.

The Town Board reserves the right to waive any informalities in bids received, and/or to reject any and all bids.

**BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON
SUNDY A. SCHERMEYER, TOWN CLERK**

BID-CLOSED

INSTRUCTIONS TO BIDDERS

- 22. Labor Law
- 23. Insurance Required by the Town of Southampton
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BID-CLOSED

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Pursuant to Town Board Resolution, the Town of Southampton invites bids on the forms herein provided for the **INSTALLATION OF WATER MAIN & APPURTENANCES – SPRINGVILLE ROAD, PONQUOGUE AVE., NAUTILUS DRIVE, WASHINGTON AVE., MILL RACE AND RAMPASTURE ROADS (THE SPRINGVILLE SYSTEM PROJECT)** at the time, date and place indicated in the Notice to Bidders.

2. FORM, PREPARATION AND PRESENTATION OF PROPOSAL

Bidders should return the entire bid package, with the information requested on the green pages completed.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked **“THE SPRINGVILLE SYSTEM PROJECT”**.

Bidders must provide ALL INFORMATION requested on GREEN PAGES.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing “N/A” in answer space
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered
- General Municipal Law forms must be signed
- Bids that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

3. BID SECURITY

The Bid must be accompanied by a certified check on a solvent bank or trust company with its principal place of business in New York State, or an acceptable bid bond, in an amount equal to not less than five percent (5%) of the total amount bid, made payable to the Town of Southampton (herein identified as Town), as assurance that the bid is made in good faith. The certified checks or bid bonds of all bidders except the low bidder and the second lowest bidder will be returned after award of the Contract. The certified check or bid bond of the second lowest bidder will be returned after execution of the Contract. The certified check or bid bond of

INSTRUCTIONS TO BIDDERS

the successful bidder will be retained until filing and approval of the Performance Bond by the Town and the execution of the Contract by both parties.

The successful bidder, upon his failure or refusal to execute and delivery the Contract and bonds required within ten (10) days after the date of notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security he deposited with his bid.

4. QUALIFICATIONS OF BIDDERS

Forms for qualifications of bidders giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work have been provided, and must be filled out in their entirety. The Town reserves the right to require the Low Bidder to submit additional documentation prior to the award of the bid.

5. REJECTION OF BIDS

(a) The Town Board reserves the right to reject any bid if the information submitted in the qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

(b) The Town Board reserves the right to reject any and all bids, in whole or in part, to waive any information in any or all bids, to require additional documentation from the lowest responsible bidder, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and/or checked. No bid shall be withdrawn for a period of forty-five (45) days after being publicly opened and read.

6. BIDDERS' RESPONSIBILITY

(a) Bidders are cautioned not to submit bids until after having inspected the site of the proposed improvement and having made themselves familiar with local conditions. The attention of persons intending to submit bids is specifically called to the paragraph of the Contract which debar a Contractor from pleading misunderstanding or deception because of estimates or quantities, character, location or other conditions surrounding the same. Special attention is called to the notes on the Plans or in the itemized form of bid, which are made a part of this Contract, which may alter or revise the Specifications for the particular contract

(b) No representation is made as to the existence or nonexistence of ground water which may in any way impede the work proposed to be accomplished. Each bidder shall fully inform himself as to ground water and sub-surface conditions prior to submitting his bid.

(c) The bid shall include the complete cost of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Plans and Specifications, including all other expenses incidental thereto.

INSTRUCTIONS TO BIDDERS

(d) Bidders must examine the Plans and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomsoever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

(e) The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Town.

(f) No pleas of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will relieve the Contractor from its obligation to fulfill in every detail all of the requirements of the Contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

(g) The Contractor acknowledges that per NYS Labor Law §220 in which the Contractor must submit Certified Payroll to the Town, he will submit this payroll with every bill submitted. The Contractor understands, no bill will be paid without the Certified Payroll that pertains to it.

7. PURPOSE OF CONTRACT

This contract is for the sole purpose of the new Installation of Water Mains & Appurtenances at Springville Road, Ponquogue Avenue, Nautilus Drive, Washington Ave., Mill Race and Rampasture Road in accordance with the specifications and details contained in the bid package. This contract shall not be used for maintenance of the system any other and/or further purposes. The awarded contract amount shall not be exceeded without prior written authorization prepared in accordance with procurement policy. In addition, change orders to any contract shall only exist and be prepared for reasons not foreseeable at time of bid opening and not for work that was omitted in the original specifications or bid submission. This paragraph will supersede any other paragraph herein to the contrary.

8. CONSTRUCTION TERMS AND CONDITIONS

The successful bidder is advised that the work specified in the Conditions of Contract, together with the Information for Bidders, Form of Bid, Plans, Specifications and instructions of the **Hampton Bays Water District** or its duly authorized representative will be rigidly enforced.

9. SECURITY FOR FAITHFUL PERFORMANCE AND MAINTENANCE

The successful bidder shall be required to execute a Performance Bond equal to one hundred percent (100%) of the amount of the bid, such bonds to be executed by a surety company acceptable to the Town; or bonds secured by collateral; or securities approved by the Town.

INSTRUCTIONS TO BIDDERS

The Performance Bond shall remain in full force and effect for a period of not less than one (1) year. After the project had been completed and has received final sign off by the Department Head, the Town requires a maintenance bond to replace the performance bond; the maintenance bond shall remain in effect for a period of not less than one (1) year after the date of final acceptance of the work.

In the event the successful bidder is unable to perform the contract, the successful bidder will be liable for and agrees to pay to the Town on demand, the difference between the price bid and the price for which such contract shall subsequently be rebid, including the cost of such rebidding, less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for recovery of his deposit or as a defense to any action upon accepted bid unless said mistake can be proven by documentary evidence acceptable to the Town.

The bid security shall be returned after filing and approval of the Performance Bond by the Town and the execution of the Contract by both parties.

10. FOREIGN CONTRACTORS

Foreign Contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of a bid for the performance of this work. The certificate of the New York State Tax Commission to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

11. LIEN LAW

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and 25B of the Lien Law, as amended, in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

12. SUBCONTRACTORS AND SUPPLIERS

Within five days after receipt from the **Hampton Bays Water District** of notice to begin work, the Contractor will furnish written notice of names of all subcontractors to be employed on the project and the general items of work to be done by them. Simultaneously, the Contractor shall furnish written notice of the names of suppliers of materials to be used on the project. The Town may disapprove for good cause any subcontractor or material supplier selected by the Contractor by giving written notice of its disapproval within five (5) days after receiving the names of subcontractors and material suppliers, to the Contractor who shall thereupon promptly notify the Town of the names of the subcontractor or material supplier selected in replacement which shall again be subject to approval by the Town.

INSTRUCTIONS TO BIDDERS

13. PENAL LAW

Attention is called to Section 1918 of the Penal Law as follows:

Construction or blasting near pipe conveying combustible gas

No person shall discharge explosives in the ground, nor shall any person other than a state or county employee regularly engaged in the maintenance and repair thereof excavate in any then existing street, highway, or public place, unless notice thereof in writing shall have been given at least seventy-two hours in advance to the person, corporation or municipality engaged in the distribution of gas in such territory. The person having direction or control of such work shall give such notice, and further he shall ascertain whether there is within one hundred feet in such street, highway or public place, or in the case of a proposed discharge of explosives within a radius of two hundred feet of such discharge, any pipe of any other person, corporation or municipality conveying combustible gas, and if thereby any such person, corporation or municipality. Provided, however, that in any emergency involving danger to life, health, or property it shall be lawful to excavate without using explosives if the notices prescribed herein are given as soon as reasonable possible, and to discharge explosives to protect a person or persons from an immediate and substantial danger of death or serious personal injury if such notices are given before any such discharge is undertaken. Any such work shall be performed in such manner as to avoid danger to any pipe conveying combustible gas. Any violation of the provisions of this section shall be a misdemeanor.

14. REFUSAL TO WAIVE IMMUNITY

Pursuant to the provisions of Section 103-A of the General Municipal Law, in the event that the bidder or any member, partner, director or officer of the bidder, should refuse when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof, or of an authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, firm director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with an municipal corporation or any public department, agency, or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency, or official thereof on or after the first day of July, 1959, by such person and any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

INSTRUCTIONS TO BIDDERS

15. ADDENDA AND INTERPRETATIONS

Every request for information or interpretation of the Contract Documents or Drawings must be addressed in writing to **Hampton Bays Water District**, P.O. Box 1013, Hampton Bays, New York 11946, FAX: (631) 728-5067 and to be given any consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any such interpretations or supplemental instructions will be in the form of written addenda, and will be emailed/mailed or faxed to all prospective bidders with a copy provided to the Office of Contracts Administration. The failure of any bidder to receive any such addenda will not relieve the bidder of any obligation under his bid as submitted. Any addenda so issued shall become part of the Contract Documents.

16. LIQUIDATED DAMAGES

Liquidated damages in the amount set forth in the Conditions of Contract attached hereto may be assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents.

17. EXEMPTION FROM SALES AND USE TAXES

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending section 1115 (a) of the tax law, specifically paragraphs 15 and 16, political subdivisions, as described in subdivision (a) paragraph (L) of section 1116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in tax law 1115 (a) (15) and (16).

(15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting a structure or building of an organization described in subdivision (a) of section 1116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

(16) Tangible personal property sold to a contractor or repairman for use in maintaining, servicing or repairing real property, or land of an organization described in subdivision (a) of section 1116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

Contractors entering into Contract with the Town of Southampton shall be exempt from payment of sales and use tax as described above. Procedures and forms are available to the Contractor direct from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus, Albany, New York, 12227.

INSTRUCTIONS TO BIDDERS

18. METHOD OF AWARD

All bids will be compared on the basis of the lump sum prices identified by the Contractor in the Proposal Form. The bid shall include the complete cost of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Plans and Specifications, including all other expenses incidental thereto.

19. TIME FOR COMPLETION

The bidder, when submitting his bid, must be prepared to commence work not later than ten (10) days after receipt of a fully executed contract, unless the Town shall authorize a delay. The time for completion of this Contract shall be **Sixty (60) Days**, unless otherwise extended in accordance with the Conditions of Contract and Specifications.

20. AFFIDAVIT ON COMPLETION

The Contractor, upon completion of the work, shall file with the Town an affidavit to the effect that all persons who did work or furnished materials to him under these Specifications have been fully paid and satisfied, and that no mechanics liens exist against the work. The final payment and any retainage payment shall not be made until this affidavit is received.

21. PAYMENTS

Upon completion of work (or portions thereof) under this Contract, the Contractor shall notify the **Hampton Bays Water District** of his completion of the work. The **Hampton Bays Water District or their representative** will then make an interim inspection of the work site and submit to the Contractor a "punch list" if required. Upon completion of all work at the project site, the Contractor shall notify the **Hampton Bays Water District** of his completion of all work. The **Hampton Bays Water District or their representative** will then make a final inspection of the work site and submit to the Contractor a "punch list" if required.

Upon interim acceptance of the work at the work site by the **Hampton Bays Water District**, and after the Contractor submits the required one-year maintenance bond, the bill (which must be submitted within 30 days of final acceptance), and the Certified Payroll for the bill (as required by NYS Labor Law §220), the Contractor shall be paid ninety percent (90%) of the cost of work completed at the work site. Upon final acceptance of the work at the work site by **Hampton Bays Water District**, and after the Contractor submits any outstanding Certified Payrolls and affidavits as required by NYS Labor Law §220, the Contractor shall be paid the remaining ten percent (10%) of the cost of work completed at the work site.

INSTRUCTIONS TO BIDDERS

22. PURCHASE ORDER

Contractor shall not commence, nor will they be compensated for, any services performed prior to the Contractor submittal of a numbered Southampton Town Purchase Order. The Contractor is to obtain the numbered purchase order from the Town Official responsible for Administration of the Project.

23. LABOR LAW

The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York.

Attention is called to certain provisions of the Labor Law, as set forth in the Conditions of Contract, Paragraph 11, which are hereby referred to and made a part hereof.

24. INSURANCE REQUIRED BY THE TOWN OF SOUTHAMPTON

The successful bidder will be required to procure and pay for, at his/her expense, the following types of insurance with limits of coverage as further specified in the General Contract Provisions:

- (a) Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov
- (b) Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
- (c) Liability Insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. The Town will be named as an additional insured on the Liability policy.
- (d) Owners Contractor's Protective Liability Insurance
- (e) Automobile Liability Insurance

This contract will not be signed by the Town's Supervisor until all required insurances are received.

INSTRUCTIONS TO BIDDERS

25. TERM OF THE CONTRACT/CONTRACT PERIOD AND EXTENSION

The term of the Contract shall be from the date of execution of the Contract by the Supervisor or her designee until **One Hundred Twenty (120) days** unless terminated earlier by the Town. The Town reserves the right to extend the Contract for up to one (1) year upon agreement of the parties, if doing so would be in the best interest of the Town.

All bills pertaining to this Contract must be submitted no later than thirty days (30) after completion and final sign off by the Department Head.

26. WAGE RATES

The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law, which are to be paid on this project, are to be found on website provided in Notice to Bidders, the vendor awarded the contract shall be provided with an original wage schedule.

TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, N.Y.

PROPOSAL FORM

The undersigned bidder has carefully examined the Contract, plans, and specifications, and the site for the proposed construction, and will provide all labor, materials, equipment, and incidentals as necessary and called for by said Contract, plans, and specifications, in strict accordance with the requirements of the Town of Southampton, for **Installation of Water Mains & Appurtenances – Springville Road, Ponquogue Ave., Nautilus Drive, Washington Ave., Mill Race And Rampasture Roads (The Springville System Project)** in accordance with the lumps sum price proposed in their proposal, in a not to exceed amount determined by the Town by resolution awarding this contract.

INSTALLATION OF WATER MAINS & APPURTENANCES
THE SPRINGVILLE SYSTEM PROJECT

For furnishing and installation of water mains and appurtenances on Springville Road from its intersection with Ponquogue Avenue to its intersection with Rampasture Road, including all work shown and required to properly construct the proposed facilities as specified and described in the Contract Documents, complete and ready for operation.

LUMP SUM _____

DOLLARS (\$)

The undersigned hereby acknowledges receipt of the following Addenda (if any):

Addendum No.

Dated

RESERVATION OF RIGHTS

The Town Board of the Town of Southampton reserves certain rights with respect to this Request for Bids, including but not limited to the following:

The Town Board reserves the right to award this entire Contract to the lowest qualified bidder, or to award individual items of the bid to separate vendors. The Town Board reserves the right to waive any and all informalities in all bids received, and/or to reject and declare invalid any or all bids deemed not in the best interest of the Town. The Town Board also reserves the right to award this Contract after approval is received from the regulatory agencies having jurisdiction thereof. In awarding this Contract, the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made for the total bid or alternate total bid. Such total bid or alternate total bid are for the purpose of guidance in awarding the Contract only. Payment shall be on the basis of actual work done at the unit prices quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written Contract with the Town and to furnish the required security for faithful performance of the terms of said Contract and the insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required under this Contract within **Sixty (60) days from the date of execution of this contract** from the date of receipt of a fully executed Contract from the Town.

In default of the successful bidder's obligation to enter into a Contract with the Town for the work specified herein at the prices offered herein, and to provide at the time of execution of the contract the required contract security and documentation of insurance, the undersigned bidder agrees that the certified check or bid bond, if applicable, herewith deposited with the Town shall be paid and delivered to the Town as liquidated damages of such default. The certified checks or bid bonds of all remaining unsuccessful bidders except the second lowest bidder will be returned upon award of the Contract to the lowest bidder. After the execution of a Contract between the Town and the successful bidder and provision by the successful bidder of the required contract security and documentation of insurance, the bid security of the successful bidder and the second lowest bidder will be returned.

The Town Board reserves the right to award this Contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Town. Payment shall be on the basis of actual work completed for the prices quoted. Contractor will be paid the total contract amount after the project is completed to the satisfaction of the **Hampton Bays Water District**. There will be no partial payments.

Signature of person, firm or corporation making this Proposal:

(Contractor) (Title)

Date: _____

Mailing Address: _____

Phone No.: _____

BID-CLOSED

GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b**GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS**

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Bidder's Business Name: _____

Signed by: _____

Title: _____

Date: _____

GENERAL MUNICIPAL LAW - 103-d**Non-Collusive Bidding Certificate**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

BIDDER'S QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Bidder: _____
2. Main Office Address: _____
3. When Organized: _____
4. If a Corporation, Indicate State Incorporated In: _____

5. NAME OF PARTNERS**HOME ADDRESS OF PARTNERS**

(If Bidder is a FIRM, state here the name and home address of each member thereof)

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Bidder in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Amount of Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No_____
2. Have you ever defaulted on a contract? Yes/No_____ If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No_____

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No_____ If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number

Title

Email Address: _____

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Bidder shall provide the Town, at the signing of the contract, the following information:

- a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.
- b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),
(an officer or agent of the corporate applicant) namely its _____,(list
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
_____	_____	_____
_____	_____	_____

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation

By: _____

The following is a true and correct copy of the resolution adopted by:

Corporation at a meeting of its Board of Directors on the _____ day of _____, 2012.

(Seal of Corporation)

Secretary

Legal name of person, firm or corporation making this bid:

Dated _____

Bidders Seal

NOTES:

(1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately hereunder as Partner.

(2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.

(3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgement, which follow.

(4) The bidders shall date the Form of Affidavit, fill in all blank spaces and complete the Questionnaire" which follows as part of bid.

(5) In case of any discrepancy in the bidder's extensions or total, the Town's computation of extensions and totals will govern.

Vendor Form - this page requires vendor's information

_____ (name), being duly sworn, deposes and says: I am the _____, of the above named corporation, whose name is subscribed to and which the executed the foregoing bid. I reside at _____ in the _____ of _____, State of _____. I have knowledge of the several matters therein stated and they are in all respects true.

PF-12

FORM OF BID BOND (ORIGINAL RAISED SEAL REQUIRED)**THIS IS A SAMPLE ONLY**
THIS PAGE IS NOT TO BE USED

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal; and _____ as Surety, are hereby held and firmly bound unto the Town of Southampton, Suffolk County, New York, in the penal sum of _____, for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2012. The condition of the above obligation is such that whereas the Principal has submitted to the Town a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate

(b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto, (properly completed and in accordance with said bid), and shall furnish a bond for the faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Contractor's Name _____ (LS)

Contractor's Signature _____

Principal By: Insurance Company _____

SEAL

(continued)

ACKNOWLEDGE OF PRINCIPAL, IF A CORPORATION

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 2012 before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impression affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

SEAL

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 2012, before me personally came and appeared _____, to me known and known to me to be one of the members of the firm of: _____, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as for the act and deed of said firm.

SEAL

FORM OF BID BOND

(continued)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 2012, before me personally came and appeared _____, to me known and known to me to be the person in and who executed the foregoing instrument and acknowledged that he executed the same.

SEAL

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT (Continued)

1. CONTRACT DOCUMENTS AND DEFINITIONS

The Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Supplemental General Conditions, Specifications, Form of Contract, Construction Drawings, together with any Addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto, as if they were herein fully set forth. The table of contents, titles, heading, headlines, and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include the Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Supplemental General Conditions, Specifications, Form of Contract, Construction Drawings and any Addenda. In case of any conflict or inconsistency between the provisions of the Contract and those of the Specifications, the provisions of this Contract shall govern.

EXTRA WORK: The term "extra work", as used herein, refers to and includes all work required by the Town, which in the judgment of the Town involves changes in or additions to work required by the Plans, Specifications and any Addenda in their present form and which is not covered by a specific unit price in the Form of Bid.

SUBCONTRACTOR: The term "subcontractor" shall mean any person, firm or corporation supplying labor and material for work at the site of the project but not including the parties to this Contract.

NOTICE: The term "notice" as used herein, shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to, or at last known business address of, the person, firm or corporation for whom intended, or his, their, or its duly authorized agents, representatives, or officer or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mailbox.

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE: Whenever they refer to the work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Town, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import shall mean approved, or acceptable to, or satisfactory to or in the judgment of the Town.

2. SCOPE OF THE WORK

The Contractor will furnish all plant, labor, materials, suppliers, equipment and other facilities and things necessary or proper for, or incidental to, the work contemplated by this Contract as required by, and in strict accordance with the applicable Plans, Specifications and Addenda prepared by the Town and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract.

CONDITIONS OF CONTRACT (Continued)

3. COMPENSATION TO BE PAID TO THE CONTRACTOR

(a) Payment(s) made under this Contract will be made on the basis of the actual work completed in accordance with the Contract Documents. No separate payment will be made for mobilization, bonds, insurance, etc. Contractor is advised to include such costs in the lump sum prices bid. Contractor will be paid the total Contract amount after the project is completed to the satisfaction of the Town. There will be no partial payments.

(b) Extra Work: The Town may, at any time, by a written order and without notice to the Sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be determined as follows:

- 1) By such applicable unit prices, if any, as set forth in the Contract; or
- 2) If no such unit prices are set forth, then by unit price or by a lump sum mutually agreed upon by the Town and the Contractor; or
- 3) If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum; then by actual net cost in money to the Contractor of the materials, permits, wages of applied labor, premiums for Workmen's Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added twenty (20%) percent as full compensation for all other items of profit costs and expenses, including administration, overhead, superintendence, insurance, insurance other than Workmen's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools.

4. TIME OF ESSENCE

IN AS MUCH AS THE PROVISIONS OF THIS CONTRACT RELATING TO THE TIME OF PERFORMANCE AND COMPLETION OF THE WORK ARE FOR THE PURPOSE OF ENABLING THE Town TO PROCEED WITH THE CONSTRUCTION OF A PUBLIC IMPROVEMENT IN ACCORDANCE WITH A PREDETERMINED PROGRAM, SUCH PROVISIONS ARE OF THE ESSENCE OF THIS CONTRACT. REFER TO INSTRUCTIONS TO BIDDERS FOR ADDITIONAL INFORMATION REGARDING CONSTRUCTION SCHEDULE.

5. COMMENCEMENT OF WORK

The Contractor agrees that he will commence work immediately and not later than ten (10) days after signing of the Contract.

CONDITIONS OF CONTRACT (Continued)

6. TIME OF COMPLETION

The time of completion of the entire Contract work shall be as stipulated in the Instructions to Bidders. The entire work order must be satisfactorily completed so that the project improvements thereunder are available to the Town for use within the stipulated completion time.

The Town reserves the right to order the Contractor to suspend operations when, in the opinion of the Town, improper weather conditions make such action advisable, and to order the Contractor to resume operations when weather and ground conditions permit, this information shall be conveyed in writing to the Contractor and they must sign the letter indicating their acceptance of same. This letter shall be submitted to the Office of Contracts Administration to be filed with the original contract. The days during which such suspension of work is in force are not chargeable against the specified completion time.

7. LIQUIDATED DAMAGES FOR DELAYS

The time limit being essential to and of the essence of this Contract, the Contractor hereby agrees that the Town shall be and is hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this agreement, the sum of One Thousand Dollars (**\$1,000.00**) per day which amount is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages, including overhead charges, services, inspector's wages and interest on the money invested, that the Town will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion, provided, however, that the Town shall have the right to extend the time for the completion of said work.

8. EXTENSIONS OF TIME; NO WAIVER

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, the period herein above specified for completion of his work shall be extended by such time as shall be fixed by the Town.

No such extension of time shall be considered a waiver by the Town of its right to terminate the Contract for abandonment or delay by the Contractor as hereinafter provided, or relieve the Contractor from full responsibility for performance of his obligations hereunder.

Where Contractor is prevented from completing work due to a delay beyond his control, an extension of the Contract time shall be Contractor's sole and exclusive remedy for such a delay. In no event shall Town be liable to Contractor, any subcontractor or supplier any other person or organization for damages arising out of or resulting from delays caused by or within the control of Contractor or delays beyond the control of Contractor.

CONDITIONS OF CONTRACT (Continued)

9. WEATHER

During unsuitable weather, all work must stop when such work would be subject to injury and Contractor shall transfer his men and materials to those parts of the work where weather conditions will not have any effect on the workmanship to any damages on account of such damages or suspension, and he must protect any work that might be injured by the elements and make good any work that is injured.

10. CONTRACT SECURITY

The Contractor shall furnish a Performance Bond equal to one hundred percent (100%) of the amount of the bid as security for the faithful performance of the Contract, and for the payment of all persons performing labor or furnishing materials in connection with this Contract.

A) The Performance Bond shall remain in full force and effect for a period of not less than one (1) year. After the project had been completed and has received final sign off by the Department Head, the Town requires a maintenance bond to replace the performance bond; the maintenance bond shall remain in effect for a period of not less than one (1) year after the date of final acceptance of the work.

B) Additional or Substitute Bond: If at any time the Town shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any reason such bond shall cease to be adequate security to the Town, the Contractor shall within five (5) days after notice from the Town to do so, substitute an acceptable bond in such form and sum and signed by such other surety as may be made until the new surety is found qualified.

11. LAW AND ORDINANCES

In the performance of the Contract, the Contractor will be required to observe and obey all Federal, State, County and local laws, ordinances, codes and regulations relating to the performance of the Contract including but not limiting labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees or his work hereunder in his relations with the Municipality or any other person, and also all laws, codes, ordinances controlling or limiting the Contractor while engaged in executing the work under the Contract.

As a condition of the Contract, the Contractor shall and does hereby agree to comply with all requirements of the labor laws of the State of New York.

The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposed of investigation to ascertain compliance with such sections of the Executive Law and Civil Rights Law.

CONDITIONS OF CONTRACT (Continued)

The Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these laws.

The Contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this Contract. The Labor Law, as amended, provides that no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one (1) calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week except in such emergency; that the wages to be paid for a legal day's work as herein before defined, to laborers, workmen or mechanics upon the work called for under this Contract or upon any material used upon, or in connection therewith, shall not be less than prevailing rate for a day's work in the same trade or occupation in the locality within the state where such work is to be done and each Laborer, workman or mechanic employed by the Contractor, subcontractor or other person about or upon the work shall be paid the wages herein provided; that employees engaged in the construction, maintenance, and repair of highways and in water works construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Law which require the payment of the prevailing rate of wages and the eight (8) hour day.

Relevant sections of the Labor Law are excerpted below; however, Contractor is responsible to familiarize himself with all requirements of all sections of the Labor Law applicable to this Contract.

Section §220 of the NYS Labor Law now requires contractors and subcontractors to submit "Certified Payrolls" to the Town every thirty days. The Contractor agrees to submit said payroll that pertains to each job a bill is submitted for. **NO BILL WILL BE PAID WITHOUT THE RECEIPT OF THE CERTIFIED PAYROLL.**

Section 220 of the Labor Law, as amended, increases the penalties against contractors who do not comply with the provisions of the law, and requires that contractors provide written notice to employees of their right to receive prevailing wage and to list each employee's classification and prevailing wage rate on the employee's pay stub.

Section 220-A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State of any city, county, town or village or other civil division of the state of any sums due on account of a contract for a public improvement, it is the duty of the Comptroller or the financial officer of the Municipal Corporation to require the Contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the Contractor, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively.

CONDITIONS OF CONTRACT (Continued)

Section 220-B of the Labor Law, as so amended, provides that any interested person who shall have previously filed a protest in writing objecting to the amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if for any reason, it may be deemed advisable, the Comptroller of the State or financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof of the sums or sum admitted by any contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220-C of the Labor Law, as so amended, provides the penalty for making of a false oath or verification.

Section 220-D of the Labor Law provides that the advertised Specifications for every contract for the construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party shall contain a provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract either by the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays, after entering into such Contract, less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500.00) or by imprisonment; for a second offense by a fine of One Thousand Dollars (\$1,000.00) and in addition thereto, the Contract on which the violation has occurred shall be forfeited, and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this section.

Section 220-H of the Labor Law, **effective July 18, 2008**, requires that, for every contract for the construction, re-construction, maintenance and/or repair of public work to which the state or a municipality is a party, where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars, all laborers, workers, and mechanics employed in the performance of the contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

The minimum wage rates established by the Industrial Commissioner, State of New York, for this Contract are set forth herein above as part of "Information to Bidders".

CONDITIONS OF CONTRACT (Continued)

12. QUALIFICATIONS FOR EMPLOYMENT

No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others, shall be employed to perform any work on this project; provided, however, that such restrictions shall not operate against the employment of physically handicapped persons, otherwise employable, where each person may be safely assigned to work which they can able perform.

13. NON-DISCRIMINATION

There shall be no discrimination because of race, creed, or color in the employment of persons for work under this Contract, whether performed by the Contractor or any Subcontractor. Neither shall the Contractor and Subcontractor or any person acting on behalf of the Contractor or Subcontractor discriminate in any manner against or intermediate any employee hired for the performance of work under this Contract on account of race, creed or color.

There may be deducted from the amount payable to the Contractor by the Town under this Contract a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this paragraph; provided that for a second or any subsequent violation of the terms of this paragraph, this Contract may be canceled or terminated by the Town and all monies due or to become due hereunder may be forfeited.

Contractor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State, and/or Local laws, ordinances, rules, regulations and order prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that Contractor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but Contractor shall remain primarily responsible for compliance hereunder.

Contractor expressly agrees to comply with the Americans with Disabilities (ADA) Act of 1990.

In accordance with Section 312 of the Executive Law:

(a) Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation;

(b) at the request of the Town, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national

CONDITIONS OF CONTRACT (Continued)

origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" of the preceding paragraphs in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section. The Town shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Town shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

Contractor hereby agrees to comply with the intent of the applicable provisions of Executive Law Article 15-A and the regulations promulgated thereunder. Executive Law §§312 and 316 are hereby incorporated by reference.

14. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract according to provisions set forth by the New York State Department Labor and other applicable laws.

15. ESTIMATES & PAYMENTS

(a) Payment(s) made under this Contract will be made on the basis of the actual work completed in accordance with the Contract Documents. No separate payment will be made for mobilization, bonds, insurance, etc. Contractor is advised to include such costs in the lump sum prices bid. Contractor will be paid the total Contract amount after the project is completed to the satisfaction of the Town. There will be no partial payments.

b) No payments will be made for materials delivered to the site which have not been incorporated into the work.

16. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall be, and shall operate as a release to the Town from all claims and all liabilities to the Contractor for all the things done or furnished in connection with this work and for every act and neglect of the Town and others

CONDITIONS OF CONTRACT (Continued)

relating to or arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

17. CONSTRUCTION REPORTS

The Contractor shall submit to the Town prior to commencing any work under this Contract, a detailed schedule and plan of operations indicating the manner in which the Contractor proposed to prosecute the work and a time schedule therefore. Such schedules are not intended to bind the Contractor to a pre-determined plan or procedure, but rather to enable the Town to coordinate the work of the Contractor with work required of, and to be performed by others. The detailed schedule shall include a list of the subcontractors and material suppliers he proposed to use on the work.

The Contractor shall furnish the Town with periodic estimates for partial payments as required elsewhere in the Contract Documents, and in addition thereto will furnish the Town with a detailed estimate for final payment.

Prior to being eligible to receive the final payment under this Contract, the Contractor shall furnish the Town with substantial proof that all bills for services rendered and materials supplied have been paid.

The enumeration of the above reports in no way relieves the Contractor of his responsibility under existing Federal or State Laws of filing such other reports with agencies as may be required by such existing laws or regulations.

18. INSPECTION AND TESTS

All material and workmanship shall be subject to inspection, examination and test by the Town at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make any tests required by the Town an/or required by the Specifications

If at any time before final acceptance of the entire work, the Town considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Town, whether or not the same shall be defective, the Contractor shall be liable for the expense for such examination and of satisfactory reconstruction.

CONDITIONS OF CONTRACT (Continued)

If, however, such approval and consent shall have been given and such work is found to meet the requirements of this Contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of cost of extra work.

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of or designated by the Town. Satisfactory documentary evidence that the material has passed the required inspection and tests must be furnished to the Town prior to the incorporation of the material in the work. Any rejected work will be removed from the site of the project completely at the expense of the Contractor.

19. PLANS AND SPECIFICATIONS: INTERPRETATIONS

The Contractor shall keep at the site of the work one copy of the Plans and Specifications signed and identified by the Town. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown in the Plans shall have the same effect as if shown or mentioned in both. In case of any conflict or inconsistency between the Plans and Specifications, the Specifications shall govern. Any discrepancy between the figures and drawings shall be submitted to the Town whose decision thereon shall be conclusive.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Town of such conditions, before they are disturbed; the Town shall thereupon promptly investigate the conditions and if the Town finds that they materially differ from those shown on the Plans or indicated on the Specifications, he shall at once make such changes in the Plans and/or Specifications as he may find necessary. Any increase or decrease of cost resulting from such changes will be adjusted in the manner provided herein for adjustment as to extra and/or additional work and changes.

21. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

22. SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall give his constant, personal attention to the work or employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Town and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll. The Contractor's superintendent and foreman must be able to read and speak the English language or provide an interpreter.

CONDITIONS OF CONTRACT (Continued)

23. PROTECTION OF WORK, PERSONS AND PROPERTY

Precaution shall be exercised at all times for the proper protection of all persons, property and work. The Contractor shall give notice to the Town of utilities which may serve the area and request their assistance in predetermining the location and depth of various pipes, conduits, manholes, and other underground facilities. The safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The Contractor shall furnish entirely at his own expense any and all additional safety measures deemed necessary by the Town to adequately safeguard the traveling public.

The Contractor shall, at all hours of the day, safely guard and protect his own work and adjacent property from any damage and shall replace or make good any such damage, loss or injury, unless such be caused directly by errors contained in the Contract Documents, or by the Town or its duly authorized representatives.

The Contractor shall provide and maintain such watchmen, barriers, lights, flares and other signals at his own expense, as will effectively prevent any accident in consequence of his work for which the Town might be liable. The Contractor shall be liable for all injuries or damage caused by his act or neglect, or that of his employees.

The Contractor shall take particular care to avoid the blocking of fire hydrants, fire alarm boxes, letter boxes, traffic signals or other visible devices maintained for the use of the public.

24. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:(a) That he is financially solvent and that he is experienced in, and competent to, perform the type of work involved under this Contract and able to furnish the plant, materials, supplies and/or equipment to be furnished for the work; and

(b) That he is familiar with all Federal, State and Municipal Law, ordinances and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work; and

(c) That such work required by these Contract Documents as is to be done by him can be satisfactorily constructed and used for the purpose for which is intended and that such construction will not injure any person or damage any property; and

(d) That he has carefully examined the Plans, Specifications and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

CONDITIONS OF CONTRACT (Continued)

25. PATENT RIGHTS

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the Town for any loss on account of any infringement of patent rights unless prior to his use in the work a particular process or a product of a particular manufacturer he notifies the Town in writing that such process or product is an infringement of a patent.

26. AUTHORITY OF THE TOWN

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the Town and shall perform work to the satisfaction of the Town, at such time and places, by such methods, and in such manner and sequence as it may require. The Town shall determine the acceptability, and fitness of all parts of the work, shall interpret the Plans, Specifications, Contract Documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Town shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Town shall control, or in which work shall be performed to the Town's satisfaction or subject to the Town's approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and so performed.

27. CHANGES AND ALTERATIONS

The Town reserves the right to make alterations in location, line, grade, plan, form or dimensions of the work, or any part thereof, either before or after the commencement of construction. If such alterations diminish the amount of work to be done, no claim for damages or anticipated profits will be warranted on the work, which may be dispensed with. If such alterations increase the amount of work, such increased shall be paid for according to the quantity of work actually done and at the prices for such work as contained in the schedule of prices.

Contractor is not entitled to an increase in the Contract price or for an extension of the Contract time with respect to any work performed that is not required by the Contract as amended or modified except as modified by a valid amendment to the Contract or change order approved by Town.

If any change affecting the services to be performed under this Contract is required by the provisions of any bond to be given to a surety or the total Contract price changes, the giving of such notice will be Contractor's responsibility, and the amount of each applicable bond will be adjusted accordingly.

28. CORRECTION OF WORK

All work and all materials, whether incorporated into the work or not, all processes of manufacture and all methods of construction shall be at all times and places subject to the

CONDITIONS OF CONTRACT (Continued)

inspection of the Town, which shall be the final judge of quality, materials, processes of manufacture and methods of construction suitable for the purpose for which they are used. Should they fail to meet the Town's approval, they shall be forthwith reconstructed, made good and replaced and/or corrected as the case may be, by the Contractor, at his own expense.

If, in the opinion of the Town, it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Town shall be equitable.

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship and agrees to correct any defects, which may appear within one year following the final completion of the work. Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance Bond.

29. WEATHER CONDITIONS

In event of temporary suspension of work or during inclement weather or whenever the Town shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If in the opinion of the Town any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his or their work, such work and materials shall be removed and replaced at the expense of the Contractor.

30. THE TOWN'S RIGHT TO WITHHOLD PAYMENTS

The Town may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the Town, be necessary:

- (a) To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;
- (b) To protect the Town from loss due to defective work not remedied; or
- (c) To protect the Town from loss due to injury to persons or damage to the work or property of other contractors or subcontractors of other, caused by the act or neglect of the Contractor or any of his subcontractors. The Town shall have the right, as agent for the Contractor to apply such amounts so withheld in such manner as the Town may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

31. THE TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If,

- (a) the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or

CONDITIONS OF CONTRACT (Continued)

- b) a receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- c) the contractor shall refuse or fail, after notice or warning from the Town, to supply enough properly skilled workmen or proper materials; or
- d) the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- e) the Contractor shall fail to make prompt payments to persons supplying labor or materials for the work; or
- f) the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Town or otherwise be guilty of a substantial violation of any provisions of this Contract; then, and in any such event, the Town, without prejudice to any other rights or remedy it may have, may upon seven (7) days notice to the Contractor terminate the employment of the Contractor and his rights to proceed either as to the entire work or (at the option of the Town) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise, as the Town may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), the excess over all such expense shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess. If the right of the Contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary thereof. If the Town does not so terminate the right of the Contractor to proceed, the Contractor shall continue to work.

32. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the Court or other public authority for a period of three (3) months without act or fault of the Contractor or any of his agents, servants, employees or subcontractors, the Contractor may, upon ten (10) days notice to the Town, discontinue his performance of the work and/or terminate the Contract; in which event, the liability of the Town to the Contractor shall be determined as provided in the paragraph immediately preceding (Paragraph 31), the Contractor shall not be obligated to pay to the Town any excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the Contractor hereunder.

33. RESPONSIBILITY FOR WORK

The Contractor agrees to be responsible for the entire work embraced in this Contract until its completion and final acceptance, and that any unfaithful or imperfect work that may become damaged from any cause either by act of commission or omission to properly guard and protect the work that may be discovered at any time before the completion and acceptance

CONDITIONS OF CONTRACT (Continued)

shall be removed and replaced by good and satisfactory work without any charge to the Town, and that such removal and replacement will be performed immediately on the requirement of the Town, notwithstanding the fact that it may have been overlooked by the proper inspector, and partial payment made thereon. It is fully understood by the Contractor that the inspection of the work shall not relieve him of any obligation to do sound and reliable work as herein prescribed, and that any omission to disapprove any work by the Town at or before the time of partial payment or other estimate shall not be construed to be acceptance of any defective work.

34. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- (a) To store his apparatus, materials supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his subcontractors;
- (b) To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all time, the site of the work shall present a neat, orderly and workmanlike appearance;
- (c) Before final payment hereunder to remove all surplus material, temporary structures, plants of any description and debris of every nature resulting from his operations.

35. SUITS OF LAW

The Contractor shall indemnify and save harmless the Town from and against all suits, claims, demands or actions for any injury sustained or alleged to be sustained by any party or parties in connection with the construction of the work or any part thereof, or any commission or omission of the Contractor, his employees or agents of any subcontractor, and in case of any such action shall be brought against the Town, the Contractor shall immediately take charge of and defend the same at his own cost and expense.

36. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency, which threatens loss or injury to property and/or safety of life, the Contractor will be permitted to act as he sees fit without previous instructions from the Town. He shall notify the Town thereof immediately and any compensation claimed by the Contractor due to extra work made necessary because of his acts in such emergency shall be submitted to the Town for approval. Where the Contractor has not taken action but has notified the Town of an emergency indicating injury to persons or damage to adjoining property or to the work being accomplished under this Contract, then upon authorization from the Town to prevent such threatened injury or damage, he shall act as instructed by the Town. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work.

37. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall read and be enforced as though it

CONDITIONS OF CONTRACT (Continued)

were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be forthwith be physically amended to make such insertion.

38. SUBLETTING, SUCCESSOR AND ASSIGNS

The Contractor shall not sublet any part of the work under this Contract nor assign any money due him hereunder without first obtaining the written consent of the Town. This Contract shall insure the benefit of and shall be binding upon the parties hereunder and upon their respective successors and assigns, but neither party shall assign or transfer his interest herein in whole or in part without consent of the other.

39. GENERAL MUNICIPAL LAW CLAUSE

Pursuant to the provisions of Section 103-a of the General Municipal Law, in the event that the Bidder or any member, partner, director or officer of the Bidder, should refuse, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

Such person, and any firm, partnership, or corporation of which he is a member, partner, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public contracts made with any municipal corporation or any public department, agency or official thereof for goods, work or services for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

40. GRADES, LINES, LEVELS AND SURVEYS

The Town shall furnish the Contractor with the basic horizontal and vertical controls from which the Contractor shall transfer and stake his lines and grades and for their accuracy.

The Town will establish the basic horizontal and vertical controls at the start of the work, and it shall be the responsibility of the Contractor to safeguard such controls; and if, in the opinion of the Town, these controls are damaged or destroyed either in whole or in part, the Contractor shall pay the cost of having the damaged controls verified, checked, corrected or replaced.

CONDITIONS OF CONTRACT (Continued)

41. CONTRACTOR'S INSURANCE

Contractor shall not commence Work until the Town has approved all the insurance required under this Contract as detailed below. Additionally, the Contractor shall indemnify and save harmless the Town of Southampton from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every kind or nature, brought or recovered against the Town of Southampton by reason of any act or omission of the Contractor, his agent, or employees in the performance of this Contract.

Contractor shall not permit any subcontractor to commence any Work under this Agreement until satisfactory proof of carriage of the required insurance has been posted with and approved by the Town.

Contractor shall furnish the Town of Southampton, Town Hall, 116 Hampton Road, Southampton, New York 11968, with certificates of each insurance company, insuring Contractor or any subcontractor permitted under this Agreement. All original certificates of insurance shall be filed with the Office of Contracts Administration, located at Town Hall, 116 Hampton Road, Southampton, New York 11968.

All certificates and insurance policies shall bear the policy numbers, the expiration date of the policy and the limits of liability thereunder. The certificates and the policies shall be endorsed to provide the Town of Southampton, Town Hall, 116 Hampton Road, Southampton, New York 11968, with any notice of cancellation at least thirty (30) days prior to the actual date of such cancellation. FAILURE TO MAINTAIN INSURANCE DURING THE TERM OF THE AGREEMENT SHALL BE GROUNDS FOR TERMINATION FOR CAUSE.

- a) AUTOMOBILE POLICY - automobile coverage with limits of no less than \$1,000,000.00 combined single limit, in addition to non-owned automobile and hired car coverage on the certificate of insurance. THE TOWN MUST BE NAMED AS ADDITIONAL INSURED ON THE CERTIFICATE OF INSURANCE.
- b) GENERAL LIABILITY - Comprehensive general liability with limits of no less than \$2,000,000.00 General Aggregate (for both bodily injury and property damage), \$1,000,000.00 per occurrence. Coverage shall be issued on a per location and per project basis. In addition, said policy is to provide coverage for (i) premises operations; (ii) completed operations/products liability; (iii) explosion, collapse and underground (when required for Work to be performed underground); (iv) independent contractors; (v) broad form property damage; (vi) contractual liability; and (vii) personal injury liability. THE TOWN MUST BE NAMED AS ADDITIONAL INSURED ON THE CERTIFICATE OF INSURANCE.
- c) OWNERS CONTRACTORS PROTECTIVE LIABILITY - An OCP policy with limits of \$1,000,000.00 combined single limit, each occurrence, \$2,000,000.00 General Aggregate. This insurance must fully cover the legal liability of the Town of Southampton, as Owner. CONTRACTOR SHALL FURNISH THE TOWN WITH

CONDITIONS OF CONTRACT (Continued)

THE ORIGINAL INSURANCE POLICY, WHICH WILL SUBSEQUENTLY BE FILED WITH THE DEPARTMENT OF GENERAL SERVICES.

The coverage provided under this policy must not be affected if the Town performs work in connection with the project, either for, or in cooperation with, Contractor or as an aid thereto, whether the same be a part of the Contract or separate there from, by means of its own employees or agents, or if the Town directs or supervises the work to be performed by Contractor.

- d) **WORKERS COMPENSATION INSURANCE** - Proof of Workers Compensation Insurance must be submitted to the Town on forms acceptable to the State Worker's Compensation Board as required under New York Law; specifically, C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.

Contractor shall maintain during the life of this Agreement, Workers Compensation for all its employees employed at the site of the project, and in case of any of the Work being sublet, Contractor shall require subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor.

- e) **DISABILITY BENEFITS LIABILITY INSURANCE** - Proof of disability benefits liability insurance must be submitted to the Town on forms acceptable to the State Worker's Compensation Board as required by New York Law, specifically; DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.

All certificates, binders and policies evidencing the above coverage shall stipulate that the Town of Southampton shall receive a thirty (30) day notice of cancellation should the same be cancelled. The named insured shall be "THE TOWN OF SOUTHAMPTON."

42. SUBCONTRACTORS

Before making any subcontract, the Contractor must submit a written statement to the Town giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the Town finds that the proposed subcontractor is qualified, the Town will notify the Contractor. The Town may revoke its approval of a subcontractor when, in the Town's opinion, such subcontractor evidences an unwillingness or inability to perform his work in strict accordance with this Contract.

CONDITIONS OF CONTRACT (Continued)

Any subcontractor should not begin to work on the services of this Contract until said subcontractor has been approved by the Town.

Contractor agrees that it shall accept full responsibility for the performance of any subcontractors. All provisions of this Contract apply equally to any subcontractors. The Contractor agrees to indemnify the Town as to the subcontractors in this Contract and will assure that the Town is protected from any liability that may occur as a result of the subcontractor's performance under this Contract. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and the Town.

BID-CLOSED

GENERAL CONDITIONS

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BID-CLOSED

GENERAL CONDITIONS (Continued)

1. **DEFINITIONS OF TERMS:** Whenever the following words and expressions are used in these Specifications, it is understood that they have the meaning defined below:

PLANS: All official drawings or reproductions of drawings, pertaining to the work or to any structure connected therewith.

SPECIFICATIONS: The body of directions, requirements, descriptions, etc. contained in this document, together with all documents of any description and agreements made (or to be made) pertaining to the methods of manner of performing the work and/or to the quantities and quality of materials to be furnished and accepted under this Contract.

TOWN: Shall mean Town Board, Town of Southampton.

CONTRACT: Collectively, the Contract executed by the Town and the Contractor, the Advertisement for Bids, the Instructions to Bidders, Proposal, these General Conditions, the Plans, Specifications, all Addenda, Performance Bonds, and all supplemental agreements made or to be made.

CONTRACTOR: The party of the second part hereto, whether corporation, firm or individual, or any combination thereof, and successor, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in place of the second part under this Contract.

INSPECTOR: Any authorized representative of the Town assigned to make any and all necessary inspections of the work performed and the materials furnished by the Contractor.

MATERIALS: Any approved materials acceptable to the Town and conforming to the requirements of these Specifications.

WORK: All of the work proposed to be accomplished at the various stages of the project, and all such other work as is, in any manner, required to accomplish the complete project. This includes all labor, materials, supplies, equipment and other facilities and acts necessary or proper for or incidental to the carrying out and completion of the terms of the Contract. The term "work performed" shall be construed to include material delivered to and suitably stored at the site of the project.

2. **STANDARDS OF WORKMANSHIP:** The apparent silence of the Specifications as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice observed in the latest current construction work is to prevail and that only material and workmanship of first quality is to be used in this connection, and all interpretations of these Specifications shall be made upon this basis.

GENERAL CONDITIONS (Continued)

3. **SAMPLES:** The Contractor shall furnish for approval, all samples as directed. The work shall be in accordance with approved samples.

Samples shall be submitted in ample time so as to prevent delay in fabrication or ordering of materials, allowing for a reasonable time for the Town to consider the samples submitted and, if necessary, to permit a resubmission of samples to the Town until approval is given.

Work and material shall be furnished and executed in accordance with approved samples in every aspect. Each sample shall be labeled, bearing material, and name and quality, contractor's name, date, and other pertinent data. Unless otherwise specified, samples shall be in duplicate and of adequate size to show quality, type, color, range and finish and texture of material. Materials shall not be ordered until approval is received in writing from the Town.

4. **MANUFACTURED MATERIALS:** Where several materials are specified by name, the Town shall have the right, before execution of the Contract, to require any and all bidders to state the materials upon which they based their bid. Where any materials are specified by name or trade name, or by catalog number of a company or companies, the Contractor shall furnish the article mentioned, unless approval of the Town is obtained in writing for a substitution. Should the Contractor desire to substitute another material for one or more specified by name, he shall apply in writing for such permission and state credit or extra involved. He shall also provide supporting data and samples for Town's consideration.

Unless particularly specified otherwise, all manufactured articles, materials and equipment shall be applied, assembled, installed, connected, erected used, cleaned and conditioned as directed by the manufacturer and including the necessary preparation to properly install the work. Where reference is made to manufacturer's directions, the Contractor shall submit such directions to the Town as required.

The materials used in construction shall be disposed as not to endanger the work and so that full access may at all times be had to partly completed work and structures, and shall be so disposed as to cause no injury to those having access to the work.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. Standards of work required throughout shall be of such grades as will bring results of first class only. The type of labor employed by the Contractor shall be such as will insure the uninterrupted continuity of the entire work, without conflict of any kind.

5. **LABORATORY:** Laboratories shall be designated by the Town for testing the materials to be used under the Contract. Where tests are made by other than the designated laboratories, two certified copies showing correctly the chemical analysis and physical tests shall be furnished to the Town.

GENERAL CONDITIONS (Continued)

6. SHOP DRAWINGS: The Contractor shall submit to the Town four (4) copies of all shop drawings and schedules and no work shall be fabricated until its approval has been given. All shop drawings submitted to the Town must bear the Contractor's stamp of approval evidencing that the drawings have been checked.

The Contractor will make any corrections in the drawings required by the Town and will file with the Town four corrected copies. Approval by the Town of such drawings or schedules shall not relieve the Contractor from responsibility for (a) errors of any sort in shop or setting drawings or schedules; or (b) deviations from Plans and Specifications unless the Contractor, at the time of submission of said drawings and schedules, has given notice to the Town of any such deviations.

7. PERMITS:

7.1 Town of Southampton: All work in connection with the installation of pipes or other underground structures of a like nature either within or without the limits of the highway, shall follow all the provisions as contained herein together with the provisions, as they apply, of the Highway Law, with all subsequent changes, additions or corrections thereto. All NYSDEC permits pursuant to Article 23 and Article 24 shall be obtained by the Town and provided to the Contractor for his records and use.

8. PLANS AND SPECIFICATIONS: Contractor will be furnished with five sets of plans and specifications giving all the details and dimensions necessary for carrying out the work. One copy of the plans and specifications furnished to the Contractor must be kept constantly on the site. Anything shown on the plans and not mentioned in the specifications, or mentioned in the specifications and not shown on the plans, and all the work and materials necessary for the completion of the work according to the intent and meaning of the Contract shall be furnished, performed, and done, as if the same were both mentioned in the specifications and shown on the drawings. Any conflict or inconsistency between the plans and specification, or any discrepancy between the figures and scale of drawings shall be submitted by the Contractor to the Town, whose decision thereon shall be conclusive.

In the event the meaning of any portion of the specifications or drawings or any supplementary drawings or instructions of the Town is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.

All materials and workmanship must be strictly in accordance with the specifications.

The plans show the approximate size, arrangement and location of the proposed work. During construction, the Town will give exact lines, grades, shapes and dimensions, and the Contractor shall construct the work exactly in accordance with such instructions of the Town, subject, however, to change as provided for under the headings, "Changes in Plans and Specification" and "Extra Work".

GENERAL CONDITIONS (Continued)

Additional copies of plans and specifications, when requested, will be furnished to the Contractor at cost of reproduction.

The Contractor shall furnish to each of the subcontractors and material men, such copies of the Contract documents as may be required for their work.

9. WORK ORDER: Should conditions warrant drainage design changes, the Town shall authorize any or all changes in the Contractor's scope of work through the issuance of Work Orders. The costs for either additions or deductions to the approved scope of work authorized by the Work Order shall be based on the Unit Costs identified by the Contractor in his Proposal.

10. CUTTING, PATCHING AND DIGGING: The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as the Town may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor save with the consent of the Town.

11. ERRORS, OMISSIONS AND DISCREPANCIES:

A. If any errors, omissions or discrepancies appear in the drawings, specifications or other documents, the contractor shall, within ten days from receiving such drawings, specifications or documents, notify the Town in writing of such errors or omissions. In the event of the Contractor's failing to give such notice, he will be held responsible for the results of any such errors or omissions and the cost of rectifying the same.

B. If, in the opinion of the Contractor, any work is shown on drawings, or in details, or is specified in such a manner as will make it impossible to produce a first class piece of work, or should discrepancies appear between the drawings and/or specifications, he shall refer the same to the Town for interpretation before proceeding with the work. If the Contractor fails to make such references to the Town, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner as directed.

C. Should a conflict occur in or between the drawings and specifications and/or existing conditions, the Contractor shall be deemed to have estimated on the more expensive way of doing the work, unless he shall have asked for and obtained a decision in writing from the Town, before the submission of bids, as to which method or materials will be required. The Town will determine which method or material will produce the results to the best interest of the Town.

GENERAL CONDITIONS (Continued)

12. TEMPORARY TOILET: The Contractor shall provide and maintain a sanitary temporary toilet where directed by the Town. The temporary toilet shall be enclosed and weatherproof and kept in a sanitary condition at all times. Upon removal of the temporary outside toilet, the vault shall be disinfected, filled and all evidence of the toilet removed from the site.

13. PROPER METHOD OF WORK AND PROPER MATERIALS: The Town shall have the power in general to direct the order and sequence of the work, which shall be such as to permit the entire work under this Contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.

If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town as insufficient or improper for assuring the quality of the work required, or the required rate of progress, the Town may order the Contractor to increase their efficiency or to improve their character, and the failure of the Town to demand any increase of such efficiency or improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

During freezing or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first class construction throughout. All work shall be done in such a manner as will properly protect and support existing permanent structures, pipe lines, etc.

14. INSPECTION: Inspectors shall be authorized to inspect all work done and materials furnished. Such inspections may extend to all parts of the work, and to the preparation or manufacturer of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue shall be referred to and decided by the Town. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to approve or accept any portion of the work, or to issue instructions contrary to the plans and specifications. The Inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Town in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

The Contractor shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work and materials shall, upon final completion of the work, be turned over to the Town in a complete and perfect condition and he shall be responsible for the proper care, maintenance and protection of all work and materials until his entire Contract is completed and all work and materials found in good condition and accepted. The Contractor will be held responsible for the entire work until completed and accepted by the Town.

GENERAL CONDITIONS (Continued)

The Contractor shall, at all times, provide the Town's assistants and inspectors under him with necessary facilities for determining both on the work and at the places of manufacture, that all work being performed and all materials being manufactured are strictly in accord with the Contract.

Until acceptance of the work by the Town, the Contractor shall be responsible for all damage to the work including action of the elements or any other cause whatsoever. The Contractor shall continuously and adequately protect the work against damage from any cause.

15. WAIVER: Neither the inspection by the Town or any of its employees, nor any order, measurement or certificate by the Town, nor any order by the Town for the payment of any money, nor any payment for, or acceptance of the whole or any part of the work by the the Town, nor any extension of time, nor any possession taken by the Town or its employees, shall operate as a waiver of any provisions of this Contract, or of any power herein reserved to the Town, or any right to damages herein provided; nor shall any waiver of any breach of the Contract constitute a waiver of any subsequent breach. Any remedy provided in this Contract shall be construed as cumulative; that is, in addition to each and every remedy herein provided.

16. WATER AND ELECTRIC POWER: All water and electric power supply for construction purposes must be provided by the Contractor. The cost shall be borne by the Contractor.

17. MACHINERY AND EQUIPMENT: All machinery, equipment, trucks and vehicles used in the prosecution of the work or in connection therewith, shall at all times be in proper working condition.

The Contractor shall be responsible for curtailing noise, smoke, fumes or any other nuisance resulting from his operations. He shall, upon written notification from the Town, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill these requirements.

18. MAINTENANCE: If, within one year from the date of issuance of the Final Certificate, any portion of the work shall, in the opinion of the Town, require repairing, replacing, or rebuilding, the Contractor shall start such repairs within five (5) days after the receipt of notice from the Town and if the Contractor shall fail or neglect to start such repairs within the said five (5) days, the Town may employ such other person or persons as they deem proper to make such repairs and pay the expense thereof out of any sum retained by them, provided nothing herein contained shall limit the liability of the Contractor or his Surety to the Town for nonperformance of the Contractor's obligations at any time.

19. SCHEDULE OF OPERATIONS: Within five (5) days after receiving each work order from the Town, the Contractor shall submit a proposed program of operations, showing clearly how he proposed to conduct the work so as to bring about the completion of his work within the time limit ordered by the Town. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his work will be sufficiently advanced to permit the installation of work under this Contract.

GENERAL CONDITIONS (Continued)

20. RIGHT TO USE WORK: The Town may enter upon and use the whole or any portion of the work which may be in condition to use at any time previous to its final acceptance by the Town. Such use shall not constitute or be evidence of acceptance by the Town of the whole or any part of the material furnished or work performed under the Contract.

21. NOTICE OF WARNING: If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or refuse or fail to supply enough properly skilled workmen or proper materials or refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or fail to complete the work within said period or fail or refuse to regard laws, ordinances, codes, instructions of the Town, then the Town shall forward by registered mail to the Contractor, at the address given in the Contract, a Notice of Warning and in the event the Contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Town shall have the right to terminate the Contract.

22. WARNING SIGNS: Contractor shall provide and maintain proper luminous warning and detour signs where directed by the Town.

Obstruction such as stored materials, equipment and which excavations shall be marked with not less than two lights shall be no more than 4 feet apart. All lights shall be kept burning from one-half hour before sunset to until one-half hour after sunrise.

23. ACCIDENT PREVENTION: During the performance of the work, the Contractor shall exercise all reasonable precautions for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all other physical hazards shall be guarded in accordance with the safety provision of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with Federal, State or Municipal laws or regulations. If any operation, practice or condition is deemed by the Town to be unsafe, the Town shall notify the Contractor in writing to take corrective action, and to promptly discontinue such operation, practice or condition until such remedial action is taken.

The Town reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work which may come to its attention, after 24 hours notice in writing; except that in cases of emergency, it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the Contractor.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility at all times for safe prosecution of the work.

24. DAMAGES: The Contractor shall pay and make good all losses or damages arising out of any cause connected with the Contract and shall indemnify and save harmless the Town from any and all claims and any and all liability or responsibility of every nature and kind for any loss, damage or injury which may be brought against the Town or any of its officers, or

GENERAL CONDITIONS (Continued)

agents, by reason of, or connected with the work or materials furnished under the Contract and shall pay all costs and expenses of every kind, character, and nature whatever, accruing upon or arising out of the Contract, provided that any such claim, damage, loss or expense:

(a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and

(b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, and any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts, any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

This indemnification obligation shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

25. MAINTENANCE OF TRAFFIC: All work under this Contract is to be completed within the time indicated in the Contract Agreement or as extended by the Town. If in the meantime it should become necessary, because of the lateness of the season, or any other reason, to stop the work, the Contractor shall at his own expense, secure all open structures and excavations,, erect temporary structures where necessary, set up and maintain a competent organization as directed by the Town, and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

26. FINAL SITE CLEANING: Before final payment will be approved, the Contractor shall prepare the construction area as follows: The project site shall be cleaned free from accumulated forms, excavation fill, construction materials and construction shanties, etc., and all proper restoration as called for in the items of the Specifications shall be complete in every detail. All areas shall be completed in every detail and shall be broom cleaned from excess dirt and materials.

27. PROTECTION OF LAND MARKERS, TREES, SHRUBS AND PROPERTY: Whenever in the conduct of the work, a monument marking a point of public or private survey is encountered or brought to view by excavation, the fact shall at once be communicated to the Town.

IN NO CASE shall the Contractor remove the same until the location for resetting shall have been made by the Town. All monuments or land marking exposed to view when the work is first undertaken shall be carefully preserved and at the greatest care exercised to prevent injury to or disturbance of position of the same.

The unit price of all items shall include the cost of restoring to its former condition any sidewalks or curbs, as well as restoring any trees, shrubs or lawns that may be damaged during this construction. No additional payment will be made.

GENERAL CONDITIONS (Continued)

The Contractor is required at his own expense to obtain any and all permits for use of private property if he uses such property for storage, transportation or accomplishment of the work under this Contract. Private property shall be cleaned up neatly, any damage repaired and premises restored to their original condition.

28. PROTECTION OF UTILITIES: The Contractor shall familiarize himself with the existence of structures of municipal and other public service corporations or to adjoining the site of the work, and give reasonable opportunity to and cooperation with the Town of these utilities in the work or reconstructing or altering them. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the Contractor. Any additional cost of various items of work because of these utilities shall be included in the price bid for these items.

The Town shall direct the public utility corporations to shift or remove those utility structures that may be necessary to permit the Contractor to carry out the work in accordance with the Plans. The Contractor shall not remove or cause to be removed, any structure or part of a structure owned by a public utility corporation without the approval of the Town.

The Contractor shall cooperate with the public utility corporation whose structures (aerial, surface or subsurface) are within the limits of or along the outside of the right-of-way, to make it possible for them to maintain uninterrupted service. The Contractor shall conduct his operations in such a way as to delay or interfere as little as practicable with the work of the utility corporation.

29. SPECIAL PERMIT CONDITIONS: The contractor shall strictly adhere to the following special conditions; the cost of such shall be included in the unit price of other items. The contractor shall be required to have a copy of all issued permits. The Town shall provide a copy of permits obtained by the Town of Southampton to the contractor.

A. SPECIAL CONDITIONS:

1. Construction Operations

During construction, concrete or leachate shall not escape or be discharged, nor shall washings from transit mix trucks, mixers, or other devices enter protected buffer areas.

Any debris or excess material from construction of this project shall be completely removed from the project area and removed to an approved disposal area. No debris is permitted in protected buffer areas.

There shall be no disturbance to protected buffer areas as a result of the permitted activity.

GENERAL CONDITIONS (Continued)

2. Erosion/Sediment Control

All areas of soil disturbance resulting from this project shall be stabilized immediately following project completion or prior to permit expiration, whichever comes first. The approved methodology consists of stabilization of the entire disturbed area with appropriate vegetation (grasses, etc.).

The storage of construction equipment and materials shall be confined to within the project work site and or upland areas as identified on the Site Plan.

During excavation and grading operations, soil shall not be placed in, graded toward, or allowed to enter any adjacent wetland or water body.

A continuous row of staked hay bales or silt curtains shall be installed at the perimeter of the project area. The bales shall be maintained until all bare soil is stabilized with vegetation.

Prior to commencement of any construction activities, a continuous line of silt screen (maximum opening size of U.S. Sieve #20) shall be staked along the perimeter of the project area. The screen shall be maintained, repaired and replaced as often as necessary to ensure proper function, until all disturbed areas are permanently vegetated. Sediments trapped by the screen shall be removed to an approved disposal location before the screen is removed. Silt screen shall be recessed six (6) inches into the ground.

Any excess materials shall be removed from the site.

CONTRACT SIGNATURE FORM

CONTRACT DATED _____, 2012

BY AND BETWEEN THE TOWN OF SOUTHAMPTON ("TOWN") AND

_____, ("CONTRACTOR").

WITNESSETH, that the Town and the Contractor, in consideration of the promises and of the mutual covenants, considerations, and agreements contained herein, agree as follows:

The Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and Plans, together with any Addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, title heading, headlines, and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretation of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include the Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and Plans, and any Addenda. In case of any conflict or inconsistency between the provisions of the Conditions of Contract and those of the Specifications, the provisions of the conditions of this Contract shall govern.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

NOTE: Quantities of any or all items may be increased, decreased, or eliminated in their entirety at the option of the Town prior to or after award of the Contract.

Total Bid

_____ Dollars

(written in words)

(written in figures)

By: _____
SUPERVISOR, TOWN OF SOUTHAMPTON

By: _____
CONTRACTOR

CONTRACT SIGNATURE FORM

STATE OF NEW YORK)
) ss
COUNTY OF SUFFOLK)

On the _____ day of _____, 2012 before me personally appeared

_____,
SUPERVISOR, TOWN OF SOUTHAMPTON

the duly elected and qualified Supervisor of the Town of Southampton, the municipal corporation described in and which executed the foregoing instrument; to me known and known to me to be such Supervisor of the Town of Southampton; and she being by me duly sworn did depose and say: that she is the Supervisor of the Town of Southampton; that she resides at Sag Harbor, Suffolk County, New York; that this Contract was executed pursuant to authorization of the Town Board of said corporation; and that she signed her name thereto in like order.

NOTARY PUBLIC

Acknowledgement by a Contractor if an INDIVIDUAL

STATE OF NEW YORK)
) ss
COUNTY OF SUFFOLK)

On the _____ day of _____, 2012, before me personally appeared

_____, to me known to be the person described in and who
executed the foregoing instrument and who acknowledged to me that he executed the same.

NOTARY PUBLIC

CONTRACT SIGNATURE FORM

Acknowledgement by a Contractor if a PARTNERSHIP

STATE OF NEW YORK)
)ss
COUNTY OF SUFFOLK)

On the ____ day of _____, 2012, before me personally appeared _____, to me known and known to be to be a member of _____, the firm described herein and which executed the foregoing instrument, and he acknowledged to me that he subscribed the name of said thereto on behalf of said firm for that purpose therein mentioned.

NOTARY PUBLIC

Acknowledgement by a Contractor if a CORPORATION

STATE OF NEW YORK)
)ss
COUNTY OF SUFFOLK)

On the ____ day of _____, 2012, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, in the County of _____, State of _____, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

PART 1 - GENERAL

1.01 - BRIEF PURPOSE OF PROJECT - GENERAL

- A. The project is located in the Town of Southampton within the boundaries of the Hampton Bays Water District.
- B. The purpose of this project is to furnish and install approximately 5,500 feet of new 12-inch transmission main along Springville Road from Ponquogue Avenue to Rampasture Road. Connections to existing water mains will be made at Ponquogue Ave., Nautilus Dr., Washington Ave., Mill Race and Rampasture Road. Five hydrants shall be installed at spacing of approximately 1,200 feet. The Town of Southampton is planning of resurfacing Springville Road from Ponquogue Avenue to Rampasture Road, therefore the installation of water mains shall be performed prior to the resurfacing project in June of 2012.
- C. This Section provides an abbreviated summary of the work for the Construction Contract associated with the Owner's program to construct the project.

1.02 - NOMENCLATURE

- A. Where the terms "Engineer/Architect" or "Architect/Engineer" are used throughout these Documents, they shall mean the firm of Holzmacher, McLendon & Murrell, P.C. as may be abbreviated by H2M or H2M Group.
- B. The terms "Contractor" and/or "Prime Contractor" where used shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within these Documents. The lack of word capitalization shall be incidental.
- C. The CONTRACTOR may be referred to as the "General Contractor", "Prime Contractor" or similar wording. The lack of word capitalization shall be incidental.

1.03 - ABBREVIATED SUMMARY OF WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents and in accordance with the standards of the Hampton Bays Water District.
- B. The work included is as shown on these plans and as outlined in the technical specifications.
- C. All other work shown and specified within the documents.

1.04 - PARTIAL LISTING OF SPECIFIC REQUIREMENTS

- A. These documents detail the work included as part of the project. Related requirements and conditions include, but is not limited to, the following:
1. Securing of road opening permits from the Town of Southampton.
 2. Guidelines and requirements of the New York State Department of Environmental Conservation (NYSDEC) and Occupational Safety & Health Administration (OSHA).
 3. Coordination with the Water District and local consumers regarding the interruption of water service and subsequent shut-downs of existing water mains.
 4. Coordination with utility companies necessary to schedule utility mark-out services and in the event of damage to existing facilities; their repair.
 5. Coordination with the Water District and Engineer during flushing and testing operations.
 6. Site safety in accordance with all applicable federal, state, and local regulations.

1.05 - OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the project.

1.06 - EXISTING CONDITIONS

- A. The Drawings show certain information that has been obtained by the Owner and various utilities regarding the location of various pipelines, utilities, and structures that exist at the location of the project both below and above grade.
- B. The Owner and the Engineer/Architect expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.
- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Engineer/Architect of the obstructions' existence.
- D. The Owner/Engineer/Architect will determine if the obstruction is to be relocated or removed.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

BID-CLOSED

PART 1 – GENERAL**1.01 – DESCRIPTION**

- A. Work under this Section specifies the procedures used to process partial payments.

1.02 - APPLICATIONS FOR PAYMENT

- A. The form of application for payment shall be AIA Document G702, application and certificate for payment supported by AIA Document G703, Continuation Sheet.
- B. Submit one (1) copy of each payment application, completed, signed and notarized.
- C. Submit certified payroll receipts for all works and subcontractors. Payroll receipts shall be submitted with every application for payment. All payroll receipts shall be certified correct and notarized by a Notary in the State of New York. Application for Payment will not be processed unless all payroll receipts are received.
- D. The District will not pay for any stored materials and equipment that is not installed.
- E. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Dept. of Labor wage rates.
- F. The District may conduct on-site interviews with all workers to verify payment of prevailing wage rates is enforced.
- G. Work or services specified in Division No. 1 or for providing miscellaneous temporary or accessory works or services, Contractor's field office, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, maintaining traffic, removal or waste, watchmen, bonds, insurance and all other items not directly incorporated into the work shall included in the bid price for Item 1.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL

1.01 - SECTION INCLUDES

- A. Work of this Section includes:
 - 1. Requests for Interpretation or for information
 - 2. Administration of subcontracts
 - 3. Coordination of work with utility companies, Owner and the Engineer/Architect
 - 4. Communication and coordination requirements
- B. Site staffing requirements for the Contractor's superintendent is also specified herein, the costs for which shall be included in the Contract price.

1.02 - REQUEST FOR INTERPRETATION OR INFORMATION

- A. The Contractor shall contact the Engineer when the Contractor feels that additional information is needed to perform the work of the Contract.
- B. The Engineer/Architect's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- C. The Engineer/Architect will respond in writing to the request as soon as possible.

1.03 - SUBCONTRACTOR ADMINISTRATION AND COORDINATION

- A. Terms and conditions of the Contract shall be binding upon each subcontractor.
- B. Provide at least one (1) copy of each approved shop drawing to each subcontractor whose work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to stop all work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.
- C. Each Contractor shall sequence and schedule the work of subcontractors, coordinate construction and administration activities of subcontractors. Subcontractor and vendor questions and clarifications shall be directed to the Engineer by the Contractor.

- D. The Contractor's on-site project superintendent shall inspect all the work of all of his/her subcontractors, as it is being constructed. The Contractor's subcontractor shall not be permitted to do any work on the site without the Contractor's job site superintendent also being there to inspect the work as it is being performed.

1.04 - UTILITY COORDINATION

- A. Comply with the requirements of 16 NYCRR Part 753 – Protection of Underground Facilities. Submit a letter stating the case number.
- B. Comply with the utility coordination requirements contained in the General Notes.

1.05 - PUBLIC/PRIVATE UTILITIES

- A. Notify all public and private utilities in accordance with Article 20, Section 322-a of the New York State General Business Law for location and markout of existing utilities in the vicinity of the work.
- B. Repair all utilities damaged during the Work to the standards and approval of the respective utility at no cost to the Owner.

1.06 - SPECIFIC COORDINATION REQUIREMENTS

- A. Sequence and schedule work so as not to interfere with the work by others. Coordinate the work of this Contract with the work by others. In case of conflicts due to improper coordination by the Contractor, the Owner/Engineer's resolution will be final. No compensation will be awarded for extra work required to resolve conflicts.
- B. Follow routing shown for pipes and conduit as closely as practicable. Place runs parallel with curb lines. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and to facilitate repairs.

1.07 - CONTRACTOR'S JOB SITE SUPERINTENDENT

- A. Employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.
- B. He/She shall have the authority to sequence and schedule the work, and to staff the project, so as not to interfere with the work by others and to complete the work daily within the time so required.

- C. Each Superintendent shall have a minimum of five (5) years of experience as a job site superintendent for projects of equal size and complexity.
- D. The Superintendent shall be qualified to perform the duties so required to successfully complete the work in accordance with the Contract Documents.
- E. The Superintendent shall speak English. If required by the Engineer, provide a resume for the proposed superintendent that shall be typed and shall list the qualifications of the superintendent. The Contractor shall employ a superintendent acceptable to the Owner.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. This Section specifies the requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.

1.02 - IDENTIFICATION OF SUBMITTALS

- A. Each and every submission shall be provided by the Contractor.
- B. Every submittal shall also be accompanied by a Transmittal Letter addressed to the Engineer/Architect's Project Manager.

1.03 - TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery. The Engineer/Architect will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.
- D. Submittals requiring Engineer/Architect's review as required under the technical specifications of these documents shall be submitted prior to installation.
- E. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Engineer/Architect, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

1.04 - DESTINATION OF SUBMITTALS

- A. Submissions shall be sent to the Engineer/Architect's office to the attention of the Project Manager whom will be named in the Notice to Proceed or at the Construction Kick-Off meeting.
- B. All submittals shall be made via electronic format via e-mail or information exchange server. An information exchange server will be made available to each prime contractor by the Engineer.

1.05 - CLARITY OF SUBMITTALS

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying or blueprinting machines.

1.06 - CONTRACTOR'S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site as required

1.07 - ENGINEER/ARCHITECT'S REVIEW

- A. Engineer/Architect will review and comment on each submission conforming to the requirements of this Section.
 - 1. Engineer/Architect's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.
 - 2. The Engineer/Architect's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The Engineer/Architect will mark submittals as follows:
 - 1. NO EXCEPTION TAKEN (A) - No corrections, no marks. The content of this submittal has been reviewed by the Engineer/Architect and been found to be in general

compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.

2. MAKE CORRECTIONS NOTED (B) - Minor amount of corrections. The content of this submittal has been reviewed by the Engineer/Architect and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the Engineer/Architect shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.
 3. AMEND AND RESUBMIT (C) - The content of this submittal has been reviewed by the Engineer/Architect and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Engineer/Architect's comments and resubmitted to the Engineer/Architect for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
 4. REJECTED (D) - The content of this submittal has been reviewed by the Engineer/Architect and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
 5. SUBMIT SPECIFIED ITEM (E) - The content of this submittal has been reviewed by the Engineer/Architect and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
 6. RECEIVED (R) - This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.
- C. No payment will be made on any item for which a submission is required if such submission:
1. has not been made,

2. has been made but was not stamped "No Exceptions Taken" by Engineer/Architect,
 3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Engineer/Architect's notes marked on the submittal,
 4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.
- D. Submittals not required by these specifications will not be recognized or processed.
- E. Provide space for the Engineer/Architect's review stamp.

1.08 - RESUBMISSIONS

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, resubmittals, clearly describe revisions and changes made, other than the corrections requested by Engineer/Architect, which did not appear on the previous submissions.

1.09 - CONTRACTOR'S RESPONSIBILITIES

- A. Engineer/Architect's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Engineer/Architect has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide notification of any specification or drawing deviation.

1.10 - MISCELLANEOUS SUBMITTALS

- A. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.11 - SUBCONTRACTOR LIST

- A. The Contractor shall submit, on AIA Form G805, within ten (10) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.

1.12 - MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous Substances" shall be identified to the Owner/Engineer/Architect by the Contractor's submission of a standard Material Safety Data Sheet (MSDS) in accordance with "Right To Know" requirements.
- C. Products will not be permitted to be kept on site without a MSDS.

1.13 - CERTIFICATIONS

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. Codes
- B. Governing agencies
- C. Permits

1.02 - CODES

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.

1.03 - GOVERNING AGENCIES

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
 - 1. Occupational Safety and Health Act - OSHA
 - 2. State Department of Environmental Conservation
 - 3. Suffolk County Department of Health
 - 4. Town of Southampton
 - 5. Codes, Rules, Laws and Ordinances

1.04 - PERMITS AND INSPECTIONS

- A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.
- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.

- C. All permit fees are the responsibility of the contractor. The contractor shall contact the Town of Southampton to assess the total fee charged.

1.05- COORDINATION WITH GAS/ELECTRIC/TELEPHONE/CABLE UTILITY COMPANY

- A. Comply with the gas/electric/telephone/cable utility companies regarding excavation around or in the vicinity of existing facilities.

1.06 – COORDINATION WITH WATER UTILITY

- A. Make necessary connections to existing public water mains under supervision of the water utility representative.

1.07 –UTILITY WORK WITHIN RIGHT-OF-WAY

- A. Utility Work, either overhead or underground, within the boundaries of the Town right-of-way, shall conform to procedures set forth by the applicable permits.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. Control of environmental pollution and damage that the Contractor must consider for air, water, and land resources in preparing a bid and while constructing the project. This Section includes management of site aesthetics, noise, solid and liquid waste and wastewater, and other pollutants that may be generated by the Contractor.

1.02 - DEFINITIONS

- A. Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which:
 - 1. Adversely effect human health or welfare,
 - 2. Unfavorably alter ecological balances of importance to human life,
 - 3. Impact wetlands,
 - 4. Effect other species of importance to man, or;
 - 5. Degrade the utility of the environment for aesthetic, cultural, and historical purposes.
- B. Definitions of Pollutants:
 - 1. Sediment: Soil and other debris that has been eroded and transported by runoff water.
 - 2. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations and from community activities.
 - 3. Rubbish: Combustible and noncombustible wastes such as paper, boxes, glass and crockery, metal and lumber scrap, tin cans, and bones.
 - 4. Debris: Combustible and noncombustible wastes, such as leaves, tree trimmings, ashes, and waste materials resulting from construction or maintenance and repair work.
 - 5. Chemical Waste: Petroleum products, bituminous materials, salts, acids, alkalies, herbicides, pesticides, organic chemicals, and inorganic wastes.
- C. Sanitary Wastes:
 - 1. Sewage: Domestic sanitary sewage and human and animal waste.

2. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 - PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protect environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this Contract. Confine activities to areas defined by the approved plan.
- B. Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without permission. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or where special emergency use is permitted.
- C. Work Area Limits: Prior to any construction, mark the areas that require work to be performed. Mark or fence isolated areas within the general work area that are to be saved and protected. Protect monuments, works of art, and markers before construction operations begin. Convey to all personnel the purpose of marking and protecting all necessary objects.
- D. Protection of Landscape: Protect trees, shrubs, vines, grasses, land forms, and other landscape features shown on the drawings to be preserved by marking, fencing, or using any other approved techniques.
 1. Immediately repair all damage to existing trees and shrubs by trimming, cleaning, and painting with antiseptic tree paint.
 2. Do not store materials or perform construction activities closer to existing trees or shrubs than the farthest extension of their limbs.
- E. Reduction of Exposure of Unprotected Erodible Soils: Plan and conduct work to minimize the duration of exposure of unprotected soils. Excavate areas in reasonably sized increments only as needed to use.

1. Manage and control excess material to limit spoil to areas immediately adjacent to excavation and prevent erosion of soil or sediment from entering nearby property, watercourses, drainage facilities or streets.
- F. Protection of Water Resources: Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and sewer systems..
- G. Control movement of materials and equipment during construction to prevent violation of water pollution control standards of the Federal, State, or local government.
- H. Monitor water areas affected by construction.
- I. Protection of Fish and Wildlife Resources: Keep construction activities under surveillance, management, and control to minimize interference with, disturbance of, or damage to fish and wildlife
- J. Protection of Air Resources: Keep construction activities under surveillance, management, and control to minimize pollution of air resources.
1. Burning is not permitted on the job site. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State and Federal emission and performance laws and standards.
 2. Maintain ambient air quality standards set by the Environmental Protection Agency and State, for those construction operations and activities specified.
- K. Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities, processing, and preparation of materials (such as from asphaltic batch plants) at all times, including weekends, holidays, and hours when work is not in progress.
- L. Particulates Control: Maintain all excavations, stockpiles, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause a hazard or a nuisance.
- M. Hydrocarbons and Carbon Monoxide: Control monoxide emissions from equipment to Federal and State allowable limits.
- N. Odors: Control odors of construction activities and prevent obnoxious odors from occurring.

- O. Reduction of Noise: Minimize noise using every action possible. Perform noise-producing work in less sensitive hours of the day or week as directed by the Engineer/Architect. Maintain noise-produced work at or below the decibel levels and within the time periods specified in accordance with OSHA and local ordinances, whichever is more restrictive.
1. Perform construction activities involving repetitive, high-level impact noise only between 8:00 a.m. and 4:30 p.m. unless otherwise permitted by local ordinance.
 2. Reduce repetitive impact noise on the property.
 3. Provide sound-deadening devices on equipment and take noise abatement measures that are necessary to limit noise.

END OF SECTION

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

1.02 - QUALITY ASSURANCE APPLIES TO ALL PRODUCTS

- A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.
 - 1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
 - 2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
 - 3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.
- B. The Engineer/Architect may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer/Architect in carrying out such checks.
 - 1. Such checking by the Engineer/Architect shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
 - 2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.
- C. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.
- D. At the request of the Engineer/Architect, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with

the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor.

1.03 - QUALITY ASSURANCE - EQUIPMENT

- A. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.
- B. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.

PART 2 - PRODUCTS

2.01 - MATERIALS AND EQUIPMENT

- A. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.
- B. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.
- C. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
- D. Items of any one type of material or equipment shall be the product of a single manufacturer.
 - 1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
 - 2. The Engineer/Architect reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.

- E. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Engineer/Architect.

PART 3 - EXECUTION

3.01 - PREPARATION

- A. Prior to work under any Section, carefully inspect the work of all other prime trades and verify that all such work is in conformance with the Contract Documents and is complete to the point where the work under that Section may properly commence.
- B. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Engineer/Architect.
- C. Do not proceed with the work under any Section until these conditions are obtained.

3.02 - INSTALLATION

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.
- C. Where performance criteria are specified, do all work necessary to attain the required end results.

3.03 - FIELD QUALITY CONTROL

- A. Neither observations by Engineer/Architect nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved

by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Engineer/Architect with the required certificates of inspection, testing or approval.

3.04 - UNCOVERING WORK

- A. Unless otherwise specified or directed by Engineer/Architect, no work shall be covered until it has been observed, tested, photographed, measured, and authorized to be covered by Engineer/Architect.
- B. Tie distances to above ground physical structures as reference points to all underground utilities, conduits, pits, manholes, valves, and pipelines shall be obtained by the Contractor prior to covering the work. Immediately comply with the Engineer/Architect's direction to uncover the work if tie distances were not obtained.
- C. If any work has been covered with Engineer/Architect's consent and Engineer/Architect considers it necessary or advisable that covered work be observed or tested, the Contractor, at Engineer/Architect's request, shall uncover, expose or otherwise make available for observation, or testing as Engineer/Architect may require, that portion of the work in question, furnishing all necessary labor, material and equipment.
 - 1. If it is found that such work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, and testing of satisfactory reconstruction, including compensation for additional engineering and architectural services and an appropriate deductive change order shall be issued.

3.05 - DEFECTIVE WORK

- A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.
- B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period shall be considered defective.

END OF SECTION

PART 1 - GENERAL

1.01 - SUBMITTALS

- A. Submit the following items to the Owner with the final application for payment:
1. Approved change orders.
 2. Maintenance Bond (period beginning date to match the date of final payment) prepared in accordance with the Contract,
 3. Utility company signoffs and inspection approvals, if applicable.
 4. Federal, state, county, town and local signoffs and inspection approvals, where applicable.
 5. Certified Payroll records with affidavits of labor.
- B. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Engineer/Architect's acknowledgment of receipt or approval.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. Site piping backfilling to sub-grade elevations.
- B. Site filling and backfilling.
- C. Consolidation and compaction.

1.02 - RELATED SECTIONS

- A. Section 315000 – Excavation Support & Protection.

1.03 - REFERENCES

- A. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-inch (457-mm) Drop.

1.04 – QUALITY ASSURANCE

- A. Do not backfill wet or frozen materials.

PART 2 - PRODUCTS**2.01 - FILL MATERIALS**

- A. Type C - Sand: Natural river or bank sand; washed, free of silt, clay, loam, friable or soluble materials, or organic matter; graded in accordance with ANSI/ASTM C136, within the following limits:

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 14 (1.18 mm)	10 - 100
No. 50 (0.30 mm)	5 - 90
No. 100 (0.15 mm)	4 - 30
No. 200 (0.075 mm)	0 - 1

- B. Type D - Subsoil: Reused, excavated material, graded, free of lumps, rocks and gravel larger than 3 inches (75 mm) in size, debris and contaminants.

PART 3 - EXECUTION**3.01 - EXAMINATION**

- A. Verify existing conditions and substrate.
- B. Verify fill materials to be reused are acceptable.
- C. Verify items to be buried during backfilling process have been inspected prior to backfilling.
- D. Verify subgrade has been properly compacted and is ready to receive work of this section.

3.02 - PREPARATION

- A. Compact subgrade to 95 percent maximum dry density in accordance with ANSI/ASTM D1557.
- B. Cut out soft areas of subgrade not capable of in situ compaction. Backfill with Type C fill and compact to density equal to or greater than requirements for subsequent backfill material.

3.03 – COMPACTION - METHODS

- A. Trench compaction on all water main trenches shall be by either jetting or mechanical tamping methods. Where jetting is performed, utilize an approved reduced pressure zone device on all jetting hoses. Jetting is not permitted within the New York State right-of-way.

3.04 – BACKFILLING - GUIDELINES

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy materials.
- C. Place and compact materials in continuous layers not exceeding 6 inches (150 mm) compacted density.
- D. All backfilled materials shall be compacted to 95 percent maximum dry density in accordance with ANSI/ASTM D1557. Maintain optimum moisture content to attain required density.

- E. Employ a placement method that does not disturb or damage structures or other items against which material is backfilled.
- F. Backfill against supported structures. Do not backfill against unsupported structures. Backfill simultaneously on each side of structure.
- G. Make grade changes gradual. Blend slope into level areas.
- H. Remove surplus backfill materials from site.
- I. Remove temporary sheeting, as backfilling progresses, under provisions of Section 315000.

END OF SECTION

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. Trench excavation for piping and utilities.
- B. Bedding for piping and utilities.
- C. Backfilling and compaction.

1.02 - RELATED SECTIONS

- A. Section 315000 – Excavation Support & Protection.

1.03 - REFERENCES

- A. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-inch (457 mm) Drop.

1.04 - QUALITY ASSURANCE

- A. Do not excavate wet or frozen materials without written approval from the Engineer.
- B. Do not backfill over or with wet or frozen materials.
- C. Provide safety barricades around open excavations.

1.05 - COORDINATION

- A. Coordinate trenching with installation of pipe or conduit.
- B. Coordinate trenching with installation and removal of sheeting.

PART 2 - PRODUCTS**2.01 - MATERIALS**

- A. Bedding: Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, or organic matter; graded in accordance with ANSI/ASTM C136; within the following limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
No. 4 (4.75 mm)	100
No. 16 (1.18 mm)	10-100
No. 50 (0.30 mm)	5-90
No. 100 (0.15 mm)	4-30
No. 200 (0.075 mm)	0-1

- B. Subsoil: Reused, excavated material, graded, free of lumps, rocks and gravel larger than 3 inches (75 mm) in size, debris and contaminants.

PART 3 - EXECUTION

3.01 - EXAMINATION

- A. Verify existing site conditions and substrate.
- B. Verify fill materials to be reused are acceptable.
- C. Verify items to be buried during backfilling process have been inspected prior to backfilling.

3.02 - PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Maintain and protect existing utilities remaining which pass through work area.
- C. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.
- D. Protect benchmarks, existing structures, fences, sidewalks, paving and curbs from excavation equipment and vehicular traffic. Any item damaged by the contractor shall be promptly repaired at the contractor's expense.
- E. Protect above and below grade utilities which are to remain.

- F. Cut out soft areas of subgrade not capable of in situ compaction. Backfill with subsoil fill and compact to density equal to or greater than requirements for subsequent backfill material.

3.03 - EXCAVATION

- A. Excavate subsoil required for piping.
- B. Cut trenches to the dimensions shown on the plans.
- C. Excavation shall not interfere with normal 45 degree bearing splay of foundations.
- D. Hand trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- E. Maintain sides and slopes of excavations and trenches in a safe condition until completion of backfilling. Comply with Code of Federal Regulations Title 29-Labor, Part 1926-OSHA Standards.
- F. Remove lumped subsoil, boulders, and rock.
- G. Correct unauthorized excavation at no cost to Owner in accordance with Section 312333.
- H. Stockpile excavated material in area designated on site and remove excess material not being used from site. Remove excavated material from site.
- I. All trenches deeper than 5 feet (1.5 m) shall require sheeting. Sheeting is to be installed under provisions of Section 315000.

3.04 - BACKFILLING

- A. Support pipe and conduit during placement and compaction of fill material.
- B. Compact fill material to 95 percent maximum dry density in accordance with ANSI/ASTM D1557. Maintain optimum moisture content to attain required density.
- C. Place fill material simultaneously on both sides of the pipe or conduit. Backfill to the dimensions and limits shown on the plans with reused subsoil.
- D. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

- E. Place and compact material in continuous layers not exceeding 6 inches (150 mm) compacted depth.
- F. Employ a placement method that does not disturb or damage conduit or pipe.

3.05 - CLEANING

- A. Remove surplus backfill materials from site.
- B. Leave fill material stockpile areas completely free of excess fill materials.

3.06 - PROTECTION

- A. Re-compact fills subjected to vehicular traffic.

END OF SECTION

PART 1 – GENERAL**1.01 - SECTION INCLUDES**

- A. Wood and steel sheeting.
- B. Sheeting box.

1.02 - RELATED SECTIONS

- A. Section 312323 - Backfilling.
- B. Section 312333 - Trenching.

1.03 – REFERENCES

- A. Occupational Safety and Health Standards - Excavations; Final Rule (29 CFR Part 1926) - OSHA Standards.

1.04 - QUALITY ASSURANCE

- A. Perform all work of this section in accordance with OSHA Standards and approved shop drawings.

1.05 – COORDINATION

- A. Coordinate work with all other sections requiring temporary sheeting and bracing.

PART 2 - PRODUCTS**2.01 – MATERIALS**

- A. Wood Sheeting: Hardwood species of size and dimensions capable of being driven to the required depths and capable of supporting excavation sides and soil pressures when braced; free from wormholes, wind shakes, loose knots, decayed or unsound portions or defects which would impair its strength or tightness; 2 inches (50 mm) thick minimum.
- B. Steel Sheeting: Corrugated "Z" shape cross-section; of size and dimensions capable of being driven to the required depths and capable of supporting excavation sides and soil pressures when braced; structurally sound; special shapes for corner construction and transition points.
- C. Sheeting Boxes: Steel, of size and dimensions capable of supporting excavation sides and soil pressures; structurally sound.

PART 3 - EXECUTION

3.01 – EXAMINATION

- A. Verify existing substrate and site conditions.
- B. Verify elevations and grades are as indicated on the plans.
- C. Verify proposed locations of excavations are as indicated on the plans.

3.02 – PREPARATION

- A. Excavate to a depth no greater than 4 feet from existing grade.
- B. Assemble and drive the sheeting in accordance with approved shop drawings.

3.03 - INSTALLATION – SHEETING

- A. Drive sheeting in place to thoroughly support both sides of the excavation using a sheeting hammer. Use a steam or pneumatic hammer for steel sheeting.
- B. Water jetting of sheeting will not be permitted. Do not loosen adjacent ground which might result in collapse.
- C. Install walls and braces or shores tight and in accordance with approved shop drawings.

3.04 - INSTALLATION - SHEETING BOX

- A. Place box in trench utilizing a means which will not damage structural integrity of the box.
- B. Excavate ahead of the sheeting box only enough to advance the sheeting box and only immediately prior to moving the sheeting box.
- C. Backfill on both sides of the sheeting box as it is moved.

3.05 - REMOVAL OF SHEETING

- A. Remove sheeting only as backfilling progresses.

- B. Carefully remove sheeting such that compacted backfill is not displaced. Add additional backfill to the areas vacated by the sheeting.
- C. All sheeting is to be removed from the site once its use is no longer required.

3.06 – CLEANING

- A. Clean site of any debris from work of this section.

END OF SECTION

BID-CLOSED

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. Cement-Lined Ductile Iron Pipe
- B. Special Castings; Mechanical Joint Fittings
- C. Buried Gate Valves & Valve Boxes

1.02 - RELATED SECTIONS

- A. Section 312333 - Trenching.
- B. Section 331300 - Disinfection of Water Utility Distribution.

1.03 - REFERENCES

- A. ANSI/AWWA C104 - Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water.
- B. ANSI/AWWA C110 - Ductile Iron and Grey Iron Fittings.
- C. ANSI/AWWA C111- Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
- D. ANSI/AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast for Water Service.
- E. ANSI/AWWA C153 - Ductile-Iron Compact Fittings for Water Service.
- F. ANSI/AWWA C509 – Resilient Seated Gate Valves for Water Supply Service.
- G. ANSI/AWWA C600 - Installation of Ductile Iron Water Mains and Their Appurtenances.

1.04 - PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of piping mains, valves, connections, and invert elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.05 - QUALITY ASSURANCE

- A. Perform work in accordance with the local water utility company requirements.
- B. The tone-out, mark-out, locating and verification of existing utilities on private property and within public Right-of-Ways are the responsibility of the contractor. All known utilities and facilities shall be verified by test holes or other means prior to commencing water main installation. No compensation will be paid to the contractor for lost time due to improper or inadequate utility investigation.
- C. The contractor shall conform to the standard traffic requirements of the New York State Manual of Uniform Traffic Control Devices for work in Public Roadways.
- D. Valves: Manufacturer's name and pressure rating marked on valve body.

PART 2 - PRODUCTS**2.01 - MANUFACTURERS - WATER PIPE**

- A. U.S. PIPE & FOUNDRY CO.
- B. GRIFFIN PIPE PRODUCTS
- C. ATLANTIC STATES PIPE CO.
- D. Substitutions shall be permitted only after receiving written approval from the Engineer.

2.02 - PIPE

- A. Cement-Lined Ductile Iron Pipe (**Special Class 51**): ANSI/AWWA C151 and ANSI/AWWA C104, with the following accessories:
 - 1. Joints: ANSI/AWWA C111, rubber gasket for push-on pipe; mechanical joint with rods and retainer glands for fittings.
 - 2. Lubricant for Joints: Nontoxic; shall not support the growth of bacteria; shall have no deteriorating effects on the gasket or pipe material.

2.03 – SPECIAL CASTINGS**A. Material & Manufacturers**

1. Fittings: ANSI/AWWA C110 or C153
2. Ductile iron fittings will be utilized on this project. Both fully body and compact fittings are acceptable.
3. Ductile iron fittings shall have a pressure rating of 350 psi.
4. All fittings shall be manufactured by TYLER UNION, SIGMA, or specifically approved equal.

B. Mechanical Joint Mechanical joint fittings shall be used with "push-on" joint pipe with the joint conforming to ANSI Specification A21.11-2007 or latest revision or AWWA Specification C111-07 or latest revision.

1. Rubber gaskets shall be used at each end for joining mechanical joint pipe. Rubber gaskets shall be vulcanized styrene butadiene rubber that is free of porous areas, foreign materials and visible defects. No reclaimed rubber shall be used. The size, mold number, gasket manufacturer's mark, the letters "MJ" and the year of manufacture shall be molded in the rubber.
2. Retainer glands shall be required for all mechanical joints and shall be as manufactured by TYLER UNION, SIGMA, EBAA IRON, INC. or specifically approved equal. Wedge type joint restrainers may also be utilized.
3. Concrete blocking shall be applied on all pipe lines 4-inch in diameter and larger at all hydrants, tees, plugs, caps, and at bends deflecting 22-1/2 degrees or more. Blocking shall be placed between solid ground and the fitting to be anchored. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.
4. Concrete for Thrust Blocks: Normal Portland Cement Concrete; air entrained; 4,000 psi (27.5 MPa) minimum strength at 28 days.
5. The contractor shall install 3/4-inch steel tie rods on mechanical joint fittings. The tie rods should be threaded through the bolt holes in the flange and secured by nuts attached to the rod using spacers. More than one length of pipe on each side of the fitting may require restraint. For all vertical bends, 3/4-inch diameter tie rods and pipe clamps or retainer glands shall be provided in addition to the concrete blocking specified above for bends deflecting 22-1/2 degrees or more.

2.04 – BURIED GATE VALVES

- A. Acceptable Manufacturers:
1. MUELLER COMPANY.
 2. CLOW VALVE COMPANY.
 3. KENNEDY VALVE.
- B. All vertical gate valves up to and including 12-inch diameter shall conform to AWWA Specification C509-01 or latest revision, and shall be specified as follows:
- C. Quality Assurance
1. Material: Iron body, bronze mounted.
 2. Pressure: 250 psi minimum working pressure.
 3. Wedge: Cast iron wedge with urethane rubber coating (encapsulated). The rubber/metal bond shall be tested to meet ASTM D429.
 4. Stem: Forged bronze, non-rising stem with two "O" ring seals.
 5. Wrench Nut: Two-inch square (at base) wrench nut opening to the left or counterclockwise.
 6. Mechanical Joint Ends: Mechanical joint ends complete with all joint accessories including rubber gaskets.
 7. Painting: The body and bonnet shall be coated with a fusion coating both interior and exterior to meet AWWA Standard C550-05.
 8. Markings: Markings shall be cast on the bonnet or body of each valve, and shall show the manufacturer's name or mark, the year the valve casting was made, the size of the valve, and the designation of working water pressure for 4 to 12-inch valves.
 9. Affidavit of Compliance: The Contractor shall have the manufacturer provide an affidavit directly to the Engineer that all valves supplied on this project comply with all applicable provisions of AWWA Specification C509, and that each valve was subjected to and passed the 500 psi hydrostatic test without leakage.

D. Valve Boxes

1. Acceptable Manufacturers are TYLER UNION, SIGMA or specifically approved equal
2. Valve boxes shall be three-piece ductile iron, sliding type with 8" x 5-1/4" flanged bottom section, 9" x 6-1/8" top section and 7" drop lid with "WATER" cast on cover.

PART 3 - EXECUTION

3.01 - PREPARATION

- A. Ream pipe and tube ends and remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare pipe connections to valves, fittings, and hydrants with rubbers, glands, and tie-rods.

3.02 - BEDDING

- A. Excavate pipe trench in accordance with Section 312333 for work of this section. Hand trim excavation for accurate placement of pipe to elevations indicated.
- B. Place bedding material at trench bottom; level fill materials in one continuous layer not exceeding 6 inches compacted depth; compact to 95 percent maximum dry density.
- C. Backfill around sides and to top of pipe with fill, tamped in place and compacted to 95 percent maximum dry density.
- D. Maintain optimum moisture content of bedding material to attain required compaction density.

3.03 - INSTALLATION - PIPE

- A. Maintain a 10 foot (3 m) horizontal separation and an 18 inch (460 mm) vertical separation of water main from all storm and sanitary sewer facilities. The Contractor shall install the water main with the minimum cover indicated in the Contract Documents. The Contractor shall verify the depth of any existing service laterals to the structures prior to crossing of same.
- B. Pipe trenches shall be of minimum width and allow six (6) inches on each side of the bell with sufficient width to allow straight alignment of pipe and provide sufficient room for jointing as required and to allow the backfill to be placed as specified.
- C. Pavement removal shall be kept to a minimum and not exceed the preceding authorized widths. Sawing, drilling or chipping shall be used to ensure the breakage of pavement along straight lines. Final restoration limits shall include a 12-inch cut-back on all sides of the trench.
- D. Install pipe to indicated elevation to within tolerance of 1/2 inch.
- E. The Contractor must have experienced personnel in his employ to perform the cut-ins and connections to the existing water mains and have available equipment necessary for cutting ductile iron, cast iron, asbestos cement and miscellaneous piping in the existing distribution system.
- F. Install and test ductile iron piping and fittings to ANSI/AWWA C600.
- G. Route pipe in straight line where possible. Joint deflections are permitted as outlined in ANSI/AWWA C600 or latest revision.
- H. At each joint, two (2) serrated silicon bronze wedges shall be driven into the rubber gasket after the pipe is pushed into place. The wedges shall be installed on opposite sides of the joint on a horizontal plane. Both wedges shall be started in together and driven with a hammer with blows on alternate sides so as not to displace the spigot end to one side of the pipe.
- I. Establish elevations of buried piping to ensure not less than 4 feet of cover.
- J. Form and place concrete for thrust blocks at each elbow or change of direction of pipe.

Bearing Area				
Pipe Size	Dead End or Tee	90 Degree Bend	45 Degree Bend	22½ Degree Bend

4 in	1 ft ²	1½ ft ²	¾ ft ²	½ ft ²
6 in	2 ft ²	3 ft ²	2 ft ²	1 ft ²
8 in	4 ft ²	5½ ft ²	3 ft ²	1½ ft ²
10 in	6 ft ²	8½ ft ²	4½ ft ²	2½ ft ²
12 in	9 ft ²	12 ft ²	6½ ft ²	3½ ft ²
> 16 in	15 ft ²	22 ft ²	12 ft ²	6 ft ²

- K. Backfill trench in accordance with Section 312323.
- L. The contractor shall restore, replace and/or reposition all decorative lawn ornaments, and miscellaneous items disturbed during water main installation including but not limited to the following: stones, brick driveway pavers, fences, signs, sprinklers, shrubs and trees.

3.04 – PRESSURE TESTING

- A. Expel all air from piping system, including pipe, valves and appurtenances. All new water mains shall be pressure tested at 150 psi or 1.5 times line pressure, whichever is greater. The pressure test shall be held for a minimum of two hours with no signs of leakage.
- B. Remove and replace any defective pipe, fittings, valves, and appurtenances. Repeat pressure test until satisfactory to Engineer.

3.05 - INSTALLATION - VALVES

- A. Set valves on solid bearing.
- B. Contractor is responsible for ensuring that all valve boxes are plumb and centered over the operating nut until after final asphalt restoration is complete.

3.06 - DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Flush and disinfect system in accordance with Section 331300.
- B. Two consecutive negative sets of bacteriological samples are required. Following the "COOK" period, the main shall be blown-off or flushed prior to bacteriological testing. The mains shall be flushed again following satisfactory completion of the pressure test(s). The first sample(s) shall be taken a minimum of 24 hours after flushing operations are completed. The second sample(s) shall be taken at least 24 hours after the first, and shall be representative of the water that has been in the pipe for 24 hours.

3.07 - NOTIFICATIONS

- A. The Engineer and local water utility shall be notified at least 24 hours in advance and immediately prior to any of the following:
1. Commencing work or starting again after more than a 72-hour shutdown.
 2. Admitting water to a new section.
 3. Flushing or blowing off water mains.
 4. Chlorination of water mains.
 5. Shutting down water mains or service to consumers. Consumers should also be informed at least 24 hours in advance and immediately prior to shutting down service.
 6. Disinfection and reconnection of house services.
 7. The permanent shutting down of existing water mains or house services.

3.08 - FIELD QUALITY CONTROL

- A. Leakage testing shall be in accordance with ANSI/AWWA C600.
- B. Compaction testing will be performed in accordance with ANSI/ASTM D1557.
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

END OF SECTION

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. Asphaltic concrete paving; wearing, binder or base course within **Town of Southampton** roadways.

1.02 - RELATED SECTIONS

- A. Section 312323 – Backfilling.

1.03 - REFERENCES

- A. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot Mix Types.
- B. AI MS-8 - Asphalt Paving Manual.
- C. ASTM D242 - Mineral Filler for Bituminous Paving Mixtures.
- D. ASTM D546 - Test Method for Sieve Analysis of Mineral Filler for Road and Paving Materials.

1.04 - QUALITY ASSURANCE

- A. Do not alter from mix design requirements.

1.05 - DELIVERY, STORAGE AND HANDLING

- A. Deliver asphalt in sealed, metal containers covered with suitable material to protect the asphalt from the elements
- B. Lightly lubricate the inside surface of the container with a thin oil or soap solution before loading asphalt.
- C. All containers must be cleaned of all foreign materials prior to loading.

1.06 - ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt or fill material when base surface temperature is less than 40 degrees F (4 degrees C), or if surface is wet or frozen.
- B. Do not place asphalt when precipitation is occurring.

PART 2 - PRODUCTS**2.01 - MATERIALS**

- A. Asphalt Cement: AC-20; homogeneous, and shall not foam when heated to 347 degrees F (175 degrees C).
- B. Fine Aggregate: Material passing the 1/8 inch (3.2 mm) sieve; natural sand of hard, strong, durable particles which are free from coatings or injurious amounts of clay, loam or other deleterious substances.
- C. Coarse Aggregate: Material retained on the 1/8 inch (3.2 mm) sieve; crushed stone or gravel; clean, durable, sharp angled fragments of rock of uniform quality.
- D. Mineral Filler: ASTM D242, finely ground particles of limestone, hydrated lime or other mineral dust, free of foreign matter; 100 percent shall pass the No. 30 (0.60 mm) sieve; a minimum of 85 percent shall pass the No. 80 (0.18 mm) sieve; and a minimum of 65 percent shall pass the No. 200 (0.075 mm) sieve as measured in accordance with ASTM D546.
- E. Cement: ASTM C150, Type II, Portland type, gray color.
- F. Mortar Sand: ASTM C144-(52T).
- G. Water: Clean and potable.

2.02 - EQUIPMENT

- A. Rollers: Minimum weight of 10 tons (89 kN); equipped with lubricating devices for the roller wheels.
- B. Pavers: Equipped with a vibratory device.

2.03 - ACCESSORIES

- A. Tack Coat: Homogeneous, medium curing, liquid asphalt.
- B. Wheel Lubricant: Oil-water mixture containing maximum 10 percent lubricating oil.

2.04 - MIXES

- A. Use dry material to avoid foaming. Mix uniformly.

- B. Binder Course: NYSDOT Type 3; 4.5 to 6.5 percent of asphalt cement by weight in mixture in accordance with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1-1/2 inches	100
1 inch	95-100
1/2 inch	70-90
1/4 inch	48-74
1/8 inch	32-62
No. 20	15-39
No. 40	8-27
No. 80	4-16
No. 200	2-8

- C. Wearing Course: NYSDOT Type 6; 5.8 to 7.0 percent of asphalt cement by weight in mixture in accordance with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
1/2 inch	95-100
1/4 inch	65-85
1/8 inch	36-65
No. 20	15-39
No. 40	8-27
No. 80	4-16
No. 200	3-6

2.05 - SOURCE QUALITY CONTROL

- A. Obtain asphalt materials from same source throughout the project.
- B. Provide asphalt in accordance with the approved mix design for each type of asphalt.
- C. Test asphalt samples in accordance with AI MS-2.

PART 3 - EXECUTION

3.01 - EXAMINATION

- A. Verify existing conditions and substrate.
- B. Verify that compacted subbase is dry and ready to receive work of this section.
- C. Verify gradients and elevations of base are correct.
- D. Verify that all valve boxes are properly installed and are at the correct elevations.

- E. Beginning of installation means installer accepts existing conditions.

3.02 - PREPARATION

- A. Apply tack coat at uniform rate of 0.03 to 0.07 gal/sq yd (0.14 to 0.32 L/sq m) to contact surfaces of curbs, gutters and any asphalt or concrete material.
- B. Do not apply tack coat to wet or frozen surfaces.
- C. Coat surfaces of manhole and catch basin frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.

3.03 - INSTALLATION

- A. Install work in accordance with AI MS-8.
- B. Maintain asphalt temperature between 250 and 325 degrees F (121 and 163 degrees C) during placement.
- C. Place asphalt within 24 hours of applying tack coat.
- D. Place asphalt to compacted thicknesses as identified on plans. If a multiple course pavement is to be used, place top course within 24 hours of placing bottom course. If more than 24 hours elapse, a tack coat will be required to be placed over the entire surface of the bottom course prior to any additional paving.
- E. Utilize the vibratory device on the paver at all times.
- F. Compact pavement by rolling. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- G. Compact pavement to a minimum of 94% maximum density.
- H. Develop rolling with consecutive passes to achieve even and smooth finish, without roller marks.
- I. A minimum cut back of 12-inches is required on all water main trenches. All pavement restoration areas shall be rectangular or square in shape with the edges perpendicular to the centerline of the roadway.
- J. All trenches made in asphalt road areas shall receive temporary asphalt paving at the end of each work day. Temporary asphalt must be maintained in good condition throughout the

contract work. No additional payment will be made for multiple (repeat) placements of temporary asphalt on deteriorated and spalling areas of asphalt.

3.04 - FIELD QUALITY CONTROL

- A. Provide an asphalt thermometer for determining the asphalt temperature during paving operations.

3.05 - PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury until project is accepted by the Owner.

END OF SECTION

BID-CLOSED

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. Fire Hydrant Assemblies

1.02 - RELATED SECTIONS

- A. Section 312333 - Trenching.
- B. Section 331100 - Water Utility Distribution Piping.
- C. Section 331300 - Disinfection of Water Utility Distribution.

1.03 - REFERENCES

- A. ANSI/AWWA C502 – Dry Barrel Fire Hydrants.

1.04 - QUALITY ASSURANCE

- A. Perform work in accordance with the local water utility company requirements.

PART 2 - PRODUCTS**2.01 - MANUFACTURERS - HYDRANTS**

- A. CLOW VALVE COMPANY, Eddy Hydrant F-2640

2.02 - HYDRANTS

- A. Hydrant: ANSI/AWWA C502, dry barrel type 3-way hydrant with inside dimension of 6 inches minimum, with minimum 4-1/2" main valve opening; minimum net water area of barrel not less than 190% of valve opening; 6 inch (150 mm) mechanical joint inlet connection with accessories, gland bolts and rubber gaskets.
- B. Hydrant Extensions: Fabricate in multiples of 6 inches (150 mm) with rod and coupling to increase barrel length. Where the Owner specifically authorizes the use of hydrant extensions in lieu of bends, the Contractor shall furnish and install a hydrant extension of proper length including drip rod and stem section.

- C. Hose and Steamer Connection: Two 2-1/2 inch (64 mm) diameter hose nozzles conforming to NATIONAL STANDARD dimensions (7-1/2 threads per inch) and one 4-1/2 inch (114 mm) pumper nozzle conforming to NATIONAL STANDARD dimensions (4 threads per inch).
- D. Finish: One coat of primer and two coats of enamel shall be applied to all hydrants. All dirt, grease, rust or other contaminants shall be removed from the hydrant surface prior to painting. Colors shall be in accordance with District's standards.

PART 3 - EXECUTION

3.01 - INSTALLATION - HYDRANTS

- A. Set hydrants plumb and locate pumper nozzle perpendicular to roadway.
- B. Set hydrants to grade, with nozzles at least 17 inches (430 mm) aboveground.
- C. Provide a drainage pit surrounding the hydrant 36 inches (915 mm) square by 24 inches (610 mm) deep filled with 1 inch (25 mm) diameter washed gravel. The stone shall be placed to a point 1 foot above the bottom flange.
- D. Brace elbow of hydrant with 4,000 psi (27.5 MPa) minimum concrete having a minimum bearing area of 3 sq ft (0.3 sq m) against unexcavated earth.

3.02 - FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with District requirements.

END OF SECTION

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. Disinfection of water piping, valves, and pumping units.

1.02 - REFERENCES

- A. ANSI/AWWA B300 - Standard for Sodium and/or Calcium Hypochlorite.
- B. ANSI/AWWA B301 - Standard for Liquid Chlorine.
- C. ANSI/AWWA C651 - Standard for Disinfection of Water Distribution Facilities.

1.03 - PROJECT RECORD DOCUMENTS

- A. Disinfection Report: Record:
 - 1. Type and form of disinfectant used.
 - 2. Date and time of disinfectant injection start and time of completion.
 - 3. Test and injection locations.
 - 4. Initial and 24-hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
 - 5. Date and time of flushing start and completion.
 - 6. Disinfectant residual after flushing in ppm for each outlet tested.
- B. Bacteriological Report: Record:
 - 1. Date issued, project name and testing laboratory name, address and telephone number.
 - 2. Time and date of water sample collection.
 - 3. Name of person collecting samples.
 - 4. Test locations.
 - 5. Initial and 24-hour disinfectant residuals in ppm.
 - 6. Coliform bacteria and chemical test results.
 - 7. Certification that water conforms or fails to conform to New York State drinking water standards.
 - 8. Laboratory Director's signature and authority.

1.04 - QUALIFICATIONS

- A. Water Treatment Firm: Company specializing in disinfecting potable water systems specified in this Section with minimum three (3) years experience.
- B. Testing Firm: Laboratory specializing in testing potable water systems, approved by the New York State Department of Health.

1.05 - REGULATORY REQUIREMENTS

- A. Conform to Recommended Standards for Water Works and applicable codes or regulations for performing the work of this Section.
- B. Water quality to conform to New York State drinking water standards after completion of disinfection.

PART 2 - MATERIALS

2.01 - DISINFECTION CHEMICALS

- A. ANSI/AWWA B300, Hypochlorite.
- B. ANSI/AWWA B301, Liquid Chlorine.

PART 3 - DISINFECTION & TESTING

3.01 - EXAMINATION

- A. Verify that all piping systems have been cleaned, inspected and pressure tested.

3.02 - EXECUTION

- A. Provide required equipment to perform the work of this Section. The Owner will provide the water required for the initial disinfection and filling of the piping, and valves, etc.
- B. The preferred method of chlorinating the new water mains is the continuous feed method using calcium hypochlorite granules in accordance with Section 4.4.3 of AWWA C651-05. Granules shall be placed at a minimum in accordance with Table 1 of the applicable Section. The slug method of chlorination is also acceptable and shall be performed in accordance with Section 4.4.4 of AWWA C651-05. The use of tablets for disinfection is prohibited.
- C. The use of calcium hypochlorite granules specifically intended for swimming pool use is prohibited. The contractor shall utilize only those chemicals which are NSF 60/AWWA approved for disinfection.
- D. The newly laid main shall be properly chlorinated to at least 200 ppm (mg/l) for a minimum of 24 hours, to ensure the chlorine residual at the pipe extremities and at other representative

points after the retention period, is at least 200 ppm (mg/l). Treated water shall be retained in the pipe long enough to destroy all non-spore-forming bacteria.

- E. After completion of retention period, new mains shall be flushed in order to eliminate residual chlorine with a suitable quantity of sodium bisulfite, sodium sulfide or sodium thiosulfate prior to disposal. Bacteria samples may not be collected until a chlorine residual representative of the existing Hampton Bays Water District distribution system is achieved. New mains shall be flushed at a velocity of no less than 2.5 ft/sec.
- F. Collect samples 24 & 48-hours after flushing disinfectant and refilling with potable water. Samples shall not be collected if a chlorine residual inconsistent with that of the existing distribution system is present. Any portion of the sample set which tests positive for total coliform and/or e-coli bacteria constitutes failure of the entire set with no exceptions.
- G. The contractor shall collect water samples from each dead-end and at a frequency of one sample per every 1,200 feet of new main installed. Sample locations shall be as directed by the Engineer.
- H. If water quality in system does not meet the requirements of the Suffolk County Department of Health Services for potable water, the Contractor shall re-chlorinate or take other steps necessary to provide acceptable water quality. Samples shall be collected and analyzed after each attempt.

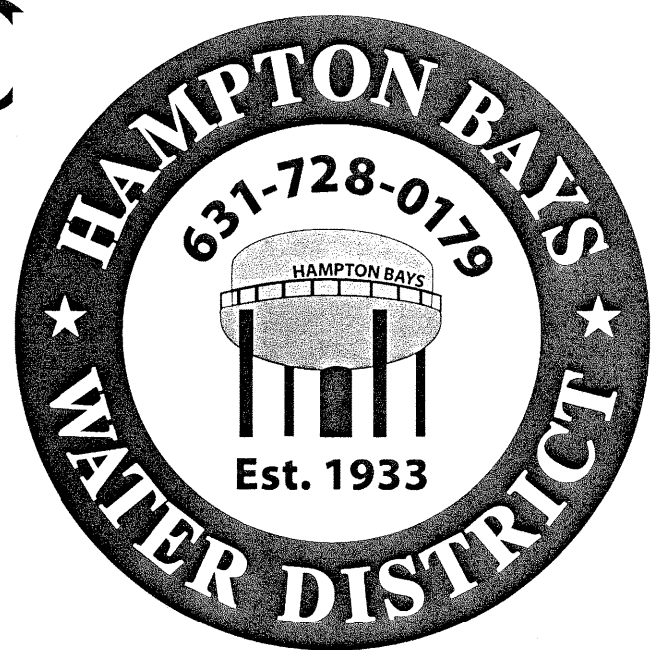
3.03 - QUALITY CONTROL

- A. Test samples in accordance with ANSI/AWWA C651-05 and Suffolk County Department of Health requirements. Minimum sampling frequency shall be as described in Section 3.02-G.
- B. Should positive bacteria sample results be obtained, the section of test main shall be thoroughly flushed, re-chlorinated and left to stand for a minimum of 24-hours. The main shall again be flushed to clear the chlorinating water and left to stand a minimum of four (4) hours prior to re-sampling for bacteria.

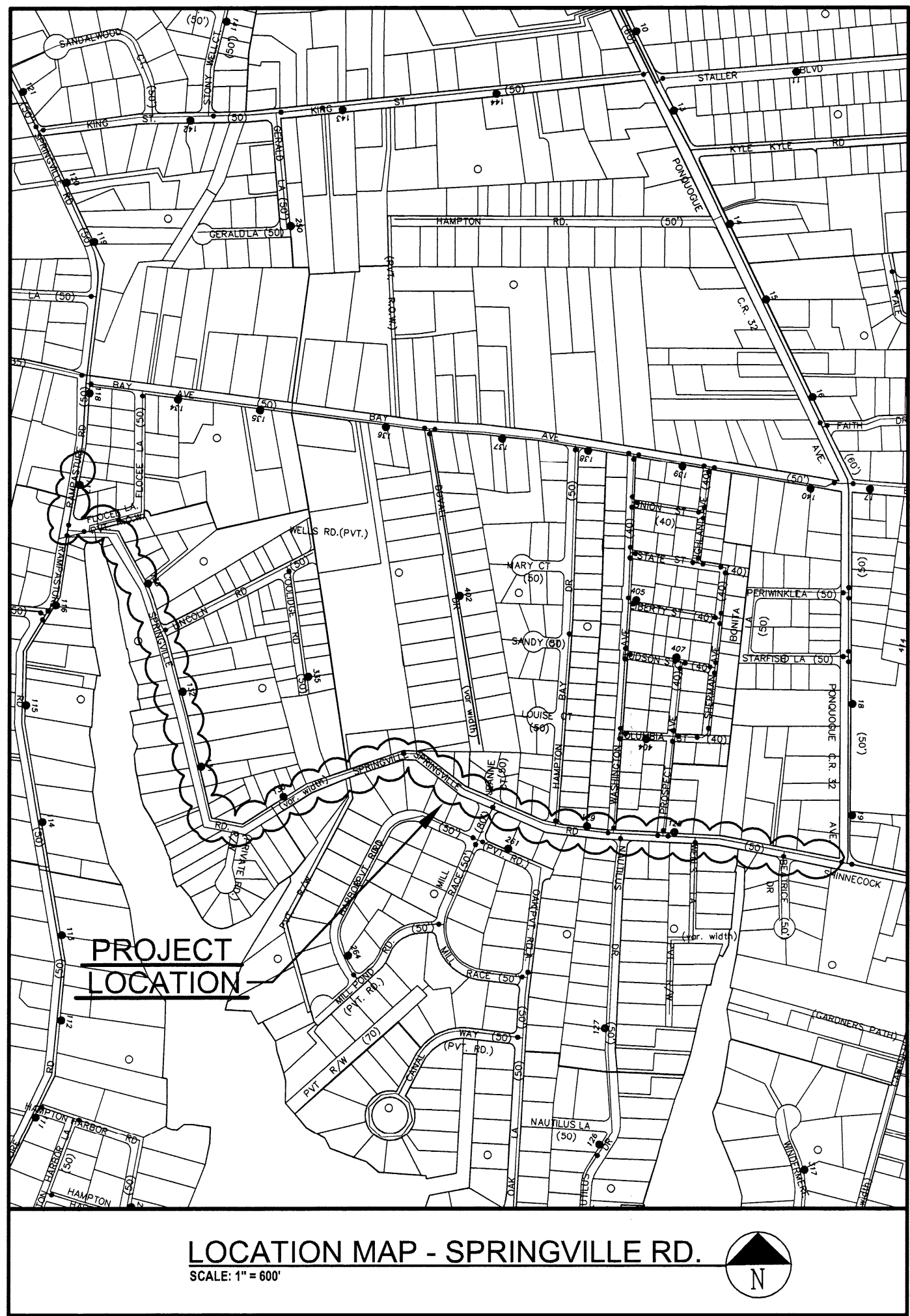
HAMPTON BAYS WATER DISTRICT

TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK

INSTALLATION OF WATER MAINS & APPURTENANCES SPRINGVILLE RD, PONQUOGUE AVE, NAUTILUS DRIVE, WASHINGTON AVE, MILL RACE AND RAMPASTURE ROAD (THE SPRINGVILLE SYSTEM PROJECT)



HBWD 12-51
JUNE 2012



TOWN SUPERVISOR

Anna Throne-Holst

TOWN BOARD

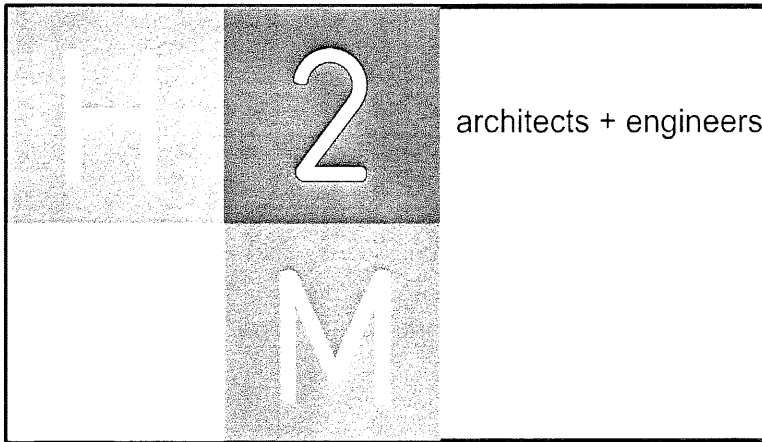
Bridget Fleming
James W. Malone
Christopher R. Nuzzi
Christine Preston Scalera

CHIEF WATER PLANT OPERATOR

Robert King

DRAWING LIST

T.0	COVER SHEET
WM 0.0	GENERAL NOTES & LEGEND
WM 1.0	WATER MAIN PLAN - SPRINGVILLE ROAD (WEST)
WM 1.1	WATER MAIN PLAN - SPRINGVILLE ROAD (EAST)
WM 1.2	WATER MAIN PLAN - SPRINGVILLE ROAD (EAST)
WM 2.0	DETAILS



575 Broad Hollow Road Melville, NY 11757 P (631) 756-8000 F (631) 694-4122	175 Pinelawn Rd Suite 308 Melville, NY 11757 P (631) 756-8000 F (631) 393-6322	119 Cherry Hill Rd Suite 200 Parsippany, NJ 07054 P (862) 207-5900 F (973) 334-0507
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PROJECT # HBWD 12-51	SEAL
DATE JUNE 2012	
DESIGNED BY JRC	
DRAWN BY DJR / MKW	
CHECKED BY JAC	
REVIEWED BY	

CLIENT

**HAMPTON BAYS
WATER DISTRICT**

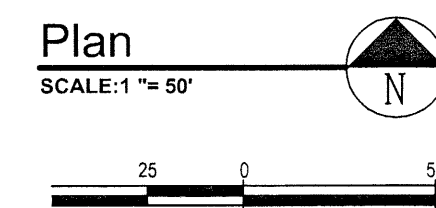
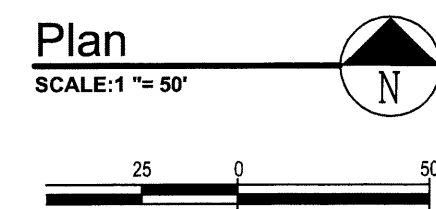
INSTALLATION OF WATER MAINS
& APPURTENANCES

SPRINGVILLE RD, PONQUOGUE AVE, NAUTILUS
DR, WASHINGTON AVE, MILL RACE AND
RAMPASTURE RD
(THE SPRINGVILLE SYSTEM PROJECT)

FINAL BID DOCUMENT

SHEET #

T.0





3B Permanent Asphalt Road Restoration

